



MEMORANDUM OF AGREEMENT

BETWEEN

COMMANDER EIELSON AIR  
FORCE BASE

AND AMERICAN FEDERATION  
OF  
GOVERNMENT EMPLOYEES  
LOCAL 1836

AIR FORCE CORE VALUES  
Integrity First  
Service before Self  
Excellence in All We Do

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## PREAMBLE

This Memorandum of Agreement is executed pursuant to the exclusive recognition granted Local 1836, of the American Federation of Government Employees, AFL-CIO (hereinafter referred to as the Union), by the Commander, Eielson Air Force Base, Alaska (hereinafter referred to as the Employer), jointly referred to as the Parties.

WHEREAS it is the intent and purpose of the Parties herein to promote and improve the efficient administration of the Federal Service and the wellbeing of employees within the scope and meaning of the Civil Service Reform Act of 1978 (PL 95-454), to establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting conditions of employment, and to provide the means for amicable discussion and adjustment of matters of mutual concern in a judicious manner.

WHEREAS the Parties recognize that the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them and safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages prompt and amicable settlements of disputes between employees and the employer involving conditions of employment; and

WHEREAS the Parties recognize that the public interest demands the highest standards of employee performance and implementation of modern progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; and

WHEREAS the Parties recognize that a mutual commitment to cooperation promotes both the efficiency of the Agency's operations and the well-being of its employees; and

WHEREAS the Parties agree that the dignity of employees will be respected and that the employees will be treated fairly and equitably in the implementation and application of this Agreement as well as related personnel policies and practices;

NOW THEREFORE the Parties here by further agree as follows:

ARTICLE 1  
EFFECTIVE DATE AND DURATION

**Section 1.0. Effective Date:** This Agreement is effective on the date approved by the Agency head if approval is within 30 days following execution of the agreement, or on the 31st day following execution of the agreement is neither approved or disapproved by the Agency head in accordance with 5 U.S.C. §7114(c).

**Section 2.0. Duration:** This Agreement shall automatically renew itself from year to year after the initial three years unless renegotiation is requested. The annual reopener period will be during the anniversary month of each succeeding year. Requests for renegotiation will be in writing and presented to the other Party during the reopener period. This Agreement will remain in full force and effect during the renegotiation of any subsequent agreement and until such time as a new agreement is approved.

**2.1.** In the event such notice is given by either party, the parties will begin negotiating ground rules for the new negotiations within thirty (30) days from the date of notice.

**2.2.** The parties will furnish written notice to the other party, identifying the Articles that it wishes to change at the time notice is provided.

**Section 3.0. Amendments and modifications:** Other than at the contractual reopening periods, this Agreement may only be amended, modified, or renegotiated by mutual consent of the Parties.

ARTICLE 2  
GOVERNING LAWS AND REGULATIONS

**Section 1.0. Purpose:** This Article sets forth the effect of laws and regulations on this Agreement.

**Section 2.0. Laws and Government-Wide Rules and Regulations:** In the administration of this Agreement, the Parties shall be governed by all statutes and existing government-wide rules and regulations, as defined in 5 U.S.C. 7100 et seq., and by subsequently prescribed government-wide rules and regulations implementing 5 U.S.C. 2301, (Merit System Principles) and 5 U.S.C. 2302 (Prohibited Personnel Practices).

**Section 3.0. Waivers of Rights:** Any lawful waivers of the rights given to management or the union by the Federal Labor Management Relations Statute, 5 U.S.C. Chapter 71, must be clearly and unmistakably set forth in this Agreement and understood to be waived by both the Union and the Employer.

**Section 4.0. Past Practices:** Any prior benefits, practices and/or memoranda of understanding approved or permitted by an authorized management official, which were in effect on

the effective date of this Agreement, shall remain in effect unless superseded by a new agreement or in accordance with 5 U.S.C. Chapter 71.

### ARTICLE 3 LABOR-MANAGEMENT COOPERATION

**Section 1.0. Policy:** In the interest of performing the Agency's mission, providing efficient and effective service to the public, and improving morale and the quality of work life for employees, the Parties will strive for engaging with each other in a cooperative, collaborative manner.

#### **Section 2.0. Labor-Management Forums:**

##### **2.1. Purpose:**

**2.1.1.** Labor-Management Forums involve the design, implementation, and maintenance of a cooperative working relationship between Labor and Management through maximum pre-decisional involvement in order to achieve common goals. Management and Union leadership must be committed to the principles upon which partnership is based in order for this effort to be successful.

**2.1.2.** The structure, nature, scope, and operation of the Labor Management Forum will be jointly determined by the Parties. The Labor Management Forum will use consensus decision-making.

**2.2. Principles:** The Parties are committed to work at all appropriate levels to establish and improve effective relationships which are designed to ensure a quality work environment for employees, more efficient administration of Agency programs, and improve service to the public. The principles which guide this effort include:

**2.2.1.** Pre-decisional involvement;

**2.2.2.** Shared responsibility;

**2.2.3.** Identification of problems;

**2.2.4.** Sharing of information;

**2.2.5.** Finding solutions;

**2.2.6.** Reaching joint agreements and making joint recommendations;

**2.2.7.** Use of alternative dispute resolution, interest-based problem-solving techniques, and facilitation;

**2.2.8.** Integration of interests;

**2.2.9.** Cooperation;

**2.2.10.** Mutual respect;

**2.2.11.** Open communication:

**2.2.12.** Trust;

**2.2.13.** Minimizing or eliminating collective bargaining disputes; and

**2.2.14.** Publicizing partnership successes at all levels.

**2.3 Training:** To achieve optimal results from the Forums, the best interests of both Parties are served by continual and joint Labor-Management training. The types of training that will best suit the needs of the Parties will be determined by the Forum members. The Agency will pay any costs for such training.

**2.4. Duty status:** While participating in Forum activities, all bargaining unit members will be considered on duty status and not on official time. In the event these activities are conducted beyond normal duty hours, members will be compensated in accordance with applicable law and this Agreement.

### **Section 3.0. Labor-Management Meetings:**

**3.1.** The Employer and the Union agree to continue with the established joint Labor- Management meetings. The parties shall meet periodically, usually bi-weekly, unless mutually agreed upon otherwise.

**3.2.** Matters appropriate for the joint committee meeting will be personnel policies, practices, and matters affecting working conditions.

**3.3.** The maximum number in attendance will be six representatives; three named by the Union and three named by the Employer.

**3.4.** Agenda for the meeting shall be developed by the Union. Official time shall 'be afforded for agenda preparation in accordance with the Article on Official Time in this agreement. Management shall be afforded an opportunity to either submit issues for inclusion in the agenda or to bring issues forward at the meeting.

**3.5.** Proposed minutes of the meeting shall be drafted by the Employer for review and approval by the Union before becoming a formal record of the proceedings.

**ARTICLE4**  
**MID TERM BARGAINING**

**Section 1.0. Purpose**

**1.1.** This Article shall be administered in accordance with 5 U.S.C. Chapter 71 and this Agreement. The purpose of this Article is to prescribe the criteria and procedures by which the Parties shall engage in negotiations during the term of the Agreement.

**1.2.** Matters appropriate for mid-term bargaining shall include those issues within the scope of bargaining, as proposed by either Party which are either newly formulated, or changes to established personnel policies and practices during the term of this agreement, which affect the working conditions of unit employees.

**Section 2.0. Procedures for Negotiating During the Term of the Agreement:**

**2.1.** Either Party may propose changes in conditions of employment during the life of the Agreement which are not already covered specifically by the Agreement. The initiating Party will provide the other Party with reasonable advance written notice, not less than 30 days prior to the proposed implementation date, of any change affecting conditions of employment. The notice will, at a minimum, contain the following information:

**2.1.1.** The nature, scope and bargaining unit employees affected by the proposed change;

**2.1.2.** A description of the change;

**2.1.3.** An explanation of the initiating party's plans for implementing this change;

**2.1.4.** An explanation of why the proposed change is necessary; and

**2.1.5.** The proposed implementation date.

**2.2.** The receiving Party will review the proposal and may respond to the initiating party in one of the following ways:

**2.2.1.** If the receiving Party wishes additional information or an explanation of the proposal, that Party may make a written request for a briefing by the initiating Party, and/or for additional information, in writing, in order to clarify or determine the impact of the proposed change; or

**2.2.2.** If the receiving Party wishes to negotiate over any aspect of the proposed change, it shall notify the other Party by submitting a desire to bargain and make good faith efforts to submit proposals, in part or in whole within 15 working days of receipt of the notice (or receipt of any requested briefing or information), whichever is later.

### **3.0. Agreement to Negotiate**

**3.1.** Upon request by the receiving Party, the Parties will meet and negotiate in good faith through appropriate representatives for the purpose of collective bargaining as required by law and this Agreement. Following this request to negotiate, the Parties will schedule a meeting to begin negotiations as soon as possible, normally no later than 7 working days from the receipt of the receiving Party's request, unless the parties agree to a later date, or 7 working days before the proposed implementation date, whichever is earlier. Implementation shall be postponed to allow for the completion of bargaining, up to and including negotiability disputes and/or impasse proceedings, except as required by law.

**3.2.** If the receiving Party has not responded to the initiating party within the prescribed time frames, the proposed changes in conditions of employment will be implemented on the proposed effective date, the receiving party having waived the right to bargain.

### **Section 4.0. Ground Rules for Mid-term Bargaining:**

**4.1.** The following ground rules apply to all mid-term bargaining entered into as a result of changes initiated by either Party and any corresponding obligation to bargain over such changes under 5 U.S.C. Chapter 71. These ground rules are intended to supplement the procedure set forth in this Agreement, and may only be changed by mutual consent.

**4.2.** Either Party may request a briefing session to explore or explain the change and its impact on unit employees. This session may be scheduled in advance of the start of actual negotiations.

**4.3.** Negotiations will be held in a suitable meeting room provided by the Agency at a mutually agreed upon site. The Agency will furnish the Union negotiating team with a caucus room, such as a conference room or other private meeting space which is in close proximity to the negotiation room.

**4.4.** The Agency will provide the negotiating parties with customary and routine office equipment, supplies, and services, including but not limited to computer(s) with Internet access, telephone(s), desks and/or tables and chairs, office supplies, and access to at least one printer and one photocopier.

**4.5** The starting date and the daily schedule for negotiations will be established by the parties.

**4.6** Alternates may substitute for bargaining team members. Such alternates will be entrusted with the right to speak for and to bind the members for whom they substitute.

**4.7.** During negotiations, each Party will signify agreement on each section by initialing the agreed-upon section. Each Party will retain their copies and will initial the other Party's copy. This will not preclude the Parties from reconsidering or revising any agreed-upon section by mutual consent.

4.8. It is agreed that either party may request a caucus, and may leave the negotiation room to caucus at a suitable site provided by the Agency. There is no limit on the number of caucuses which may be held, but each party will make every effort to restrict the number and length of caucuses.

4.9. The Agreement shall not be completed and finalized until all proposals have been disposed of by mutual consent. Negotiation disputes, including questions of negotiability and resolution of impasses, will be processed in a manner consistent with 5 U.S.C. Chapter 71 and implementing regulations. This will not serve as a bar to the Parties concluding by mutual consent a general agreement on those items which have been or remain to be negotiated.

4.10. Each Party shall be represented at the negotiations at all times by one duly authorized individual who is prepared and authorized to reach agreement on all matters subject to negotiations and to sign off on agreements for their respective Party.

4.11. The Union will be authorized at least the same number of Union representatives on official time as the Agency has representatives at the negotiations table. The designated Union negotiators will be on duty time for all time spent during the actual negotiations, including attendance at impasse proceedings, and for other related duties during negotiations, such as preparation time and time spent developing and drafting proposals.

4.12. If any proposal is claimed to be nonnegotiable and subsequently determined to be negotiable, or the declaring Party withdraws its allegations of non-negotiability, the proposal will, upon request, be reopened within a reasonable period of time. Such request must be made within 14 working days from when the proposal is declared to be negotiable or the claim that the proposal is nonnegotiable is withdrawn. Nothing in this section will preclude the right of judicial appeal, or preclude the Parties from revising any proposals to overcome questions of scope of bargaining or duty to bargain.

4.13.. Any provisions disapproved during Agency-head review may be referred to the FLRA by the Union. Any provision held within the scope of bargaining by the FLRA will be incorporated into the Agreement. Upon receipt of an FLRA decision sustaining the Agency-head determination that the Union's proposal is outside the scope of bargaining, the parties will commence negotiations within a reasonable period of time to attempt to craft language to effect a negotiable proposal.

**4.14.** All timeframes in these ground rules may be modified by mutual consent.

**4.15.** The Agency will pay travel and per diem expenses for BUE Union negotiators IAW the **JTR**.

**4.16.** Absent mutual agreement, the alternate work schedules and flexi place schedules of the Parties will be converted to regular tours of duty (i.e., Monday through Friday) for extended negotiations and work hours adjusted according to the agreed-upon hours of negotiations and any necessary travel.

4.17. No official transcript or electronic recordings will be made during the negotiations; however, each Party may designate a note taker to keep notes and records during the sessions.

4.18. Observers shall be permitted in negotiating sessions only by the mutual consent of the Parties.

## ARTICLE 5 NEGOTIATED GRIEVANCE PROCEDURE

**Section 1.0. Purpose:** The purpose of this Article is to establish procedures for the resolution of work-place disputes. A dispute resolution system should remove fear from the work place. It should open communication lines and conserve resources. Most of all, it should maintain the dignity of all involved and foster win-win results. As a matter of principle, the Parties encourage the employee and supervisor to solve problems early through frank and open dialogue.

**Section 2.0. Informal Settlement:** Prior to the initiation of a formal grievance, the Union and Employer encourage the parties (employee and the supervisor or the individual responsible for generating the grievance) to meet and discuss the issue at hand to attempt informal settlement. Any informal settlement reached will be annotated in the concerned employee(s)' Supervisor Employee Work Folder(s).

**Section 3.0. Alternate Dispute Resolution (ADR):** At any point in the grievance (complaint) process and especially prior to the initiation of a formal grievance, the Union and Employer encourage the voluntary use of Alternative Dispute Resolution (ADR) procedures. To assist in this effort, ADR uses a neutral third-party to focus on problem-solving techniques to reach resolution of issues. If the ADR process is used, the Parties agree the time requirements for filing a formal grievance will be extended fourteen (14) days past either party determining the ADR process has failed to render a mutually agreeable resolution.

3.1. If the employee and supervisor choose to use Alternative Dispute Resolution, their request will be submitted to the employer's ADR Champion (354 FW/EO)

3.2. The third-party neutral has no authority to impose a settlement, but will assist the employee and supervisor in resolving their disputes and record an agreement if consensus is reached (all agreements must be reduced to writing).

3.3. Discussions with the third party neutral must remain confidential.

**Section 4.0.** The negotiated grievance procedure is the exclusive procedure available to the Employer, Union and employees, for resolving disputes, except as authorized by statute. The same issue may not be processed twice under separate Articles of this Agreement. Where an employee has a choice of a statutory procedure, the Union has no obligation of representation.

**Section 5.0. Disputes:** A dispute under this Article is defined as:

- 5.1. any matter relating to the employment of the employee initiated by the employee;
- 5.2. any matter relating to the employment of any employee initiated by the Union, or
- 5.3. by any employee(s), the Union or the Employer concerning:
- 5.4. the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
- 5.5. any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.

**Section 6.0. Non-Applicability:** This Article shall not apply with respect to any dispute concerning:

- 6.1. Any claimed violation of subchapter III of chapter 73 of Title 5 U.S.C. relating to prohibited political activities;
- 6.2. Retirement, life insurance or health insurance;
- 6.3. A suspension or removal under 5 U.S.C. 7532 relating to national security;
- 6.4. Any examination, certification or appointment; or
- 6.5. The classification of any position which does not result in the reduction in grade or pay of an employee.
- 6.6. Non-selection for promotion from a group of properly ranked and certified candidates, however local selection procedure exercised may be grieved.
- 6.7. Removal of a temporary or probationary employee, however procedure exercised may be grieved.

**Section 7.0. Employee and Representative Participation:** Any employee desiring representation under the negotiated grievance procedure may be assisted in representation by a representative named by the Union. However, an employee may represent himself/herself provided the Union is allowed to be present at any discussion on the dispute and when a decision is rendered. Employees, if otherwise in a duty status, either as a party or witness shall be excused to participate and continue in a paid status. Any decision rendered shall be reviewed by the Union and the servicing Civilian Personnel Office prior to implementation.

7.1. An identical grievance by two or more employees will be considered as a single grievance. An employee may withdraw from a group grievance, in writing, any time before a decision is rendered; however, they may not then initiate the same or a substantially similar grievance. Employees, dependent on unique relevant facts they bring to the discussion, may be selected to

be present during the dispute resolution procedures. The Parties agree that all aggrieved employees will be bound by the outcome of the dispute resolution.

**7.2.** The Parties will make every reasonable effort to schedule all steps in the grievance process to accommodate the parties' duty schedules.

Section 8.0. Threshold Issues: The parties agree to raise any questions of grievability or arbitrability of a grievance prior to the final step of this procedure.

Section 9.0. Computation of Time: When computing time for filing, elevating and responding to grievances, the first day will be the day after; the event or awareness of the event causing the grievance, the day the grievance was served, or the day the response was served. If a filing, elevation or response suspense date falls on a nonbusiness day the date will be extended to the next business day.

9.1. Failure of the initiating Party to comply with time limits or to proceed with prosecution of the grievance authorizes the other Party to cancel the grievance. Failure to render a decision within the stated time limits authorizes the initiator to advance the grievance to the next step. Time limits may be extended by mutual agreement.

Section 10.0. Grievance Procedure: A grievance must be submitted in writing and contain a description of the matter(s) being grieved, including the agreement Article(s) involved. With exception for Section 1.2 "Alternate Dispute Resolution (ADR)", all grievances must be filed in writing within thirty (30) calendar days.

10.1. If the Union is not designated as a representative on a grievance, the Employer will; forward a copy of any employee grievance to the Union within seven (7) calendar days, provide advance notice to the Union of any meetings or discussions on the grievance and provide a copy of any decisions on the grievance.

10.2. The initiator of a grievance may terminate it by written notification to the other Party. The Union may pursue a grievance in its own name if dropped by the grievant.

10.3. Employer Grievances Employer grievances will be submitted in writing by the Installation Commander or designee to the Local President. The Local President or designee and the Commander or designee will meet within seven (7) calendar days after receipt of the grievance to discuss it. The Local President or designee shall give a written decision within 14 calendar days after the meeting.

#### 10.4. Employee and Union Grievances

10.4.1. Step 1: Employee and Union initiated grievances will be presented in writing to the appropriate organizational flight chief (or their designee) on a form provided for this purpose by the Union. The flight chief or designee will acknowledge receipt of the grievance form in writing (receipt of a grievance only acknowledges timely delivery of the grievance package). A copy of the grievance and receipt will be provided to the Civilian Personnel Office's Labor Relations

Officer. The deciding official shall reply in writing within seven (7) calendar days. If the flight chief (or their designee) fails to reply within seven (7) calendar days, the grievance may advance to Step 2. It is the intent of the Parties to include all relevant information and supporting documentation (cite references, not copies) that is known at Step 1 of the grievance process. However, this does not preclude introducing new and relevant information at any step of the process.

10.4.2. **Step 2:** If the matter is not settled in Step 1, the employee or representative may submit the matter in writing to the appropriate organizational deputy or other official having authority to resolve the grievance. The employee or representative must do so within seven (7) calendar days following the completion of Step 1. The appropriate deputy or other authorized official will meet with the aggrieved employee and/or representative within seven (7) calendar days after receipt of the grievance. The deciding official shall give a written answer within seven (7) calendar days after the meeting.

10.4.3. **Step 3:** If the matter is not settled at Step 2, the employee or representative may, within seven (7) calendar days, forward the matter to the applicable group commander or designee (someone designated to act for and has full authority of the commander). The deciding official will give a written answer within 14 calendar days after receipt.

## **ARTICLE 6 ARBITRATION**

**Section 1.0. Purpose:** This Article establishes the procedures for the arbitration of disputes between the Union and Agency, which are unresolved by the negotiated grievance procedure. A referral to arbitration can be made only by the Parties.

**Section 2.0. Preliminary Procedures:** Either Party may invoke arbitration by serving written notice to the other Party within thirty (30) days following receipt of a final decision under the Negotiated Grievance Procedure. The notice shall identify the grievance and shall be signed and dated by an authorized representative on behalf of the Party submitting the matter to arbitration.

**Section 3.0. Arbitrators:** Within fourteen (14) days after invoking arbitration, the Parties to the arbitration shall request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). Within fifteen (15) days from receiving the list of arbitrators from the FMCS, the Parties shall meet to select an arbitrator. In the absence of an agreement, the Parties shall alternately strike names from the list. The last remaining name shall be the arbitrator. The Party to strike first shall be chosen by a coin toss. The cost of obtaining a list of arbitrators from the FMCS shall be shared equally by the Parties.

**3.1.** The FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event either Party refuses to participate in the selection of the arbitrator.

**3.2.** The Parties shall communicate with the arbitrator and one another to select an agreeable date for the submission of motions and responses dealing with questions of arbitrability, if any, and establish a date for the hearing. Hearings over employee grievances shall take place at the site where the employee works, unless otherwise mutually agreed to.

**3.3.** The arbitrator has the authority to make all grievability and/or arbitrability determinations. If either Party raises an issue of grievability/arbitrability, the arbitrator will hear the merits of the underlying grievance and decide both issues.

**3.4.** There will be no communication with the arbitrator unless both Parties are participating in the communication.

**3.5.** The arbitrator shall render a written decision not later than 30 days after the conclusion of the hearing unless the Parties mutually agree to extend this time limit. If no exception or other appropriate legal action is filed within the time limit established by statute and/or FLRA regulation, the award is final and binding. The appropriate Party will immediately take the actions required to facilitate the award within ten (10) days after it becomes final and binding, except as provided by the Award.

**3.6.** The arbitrator's decisions shall be final and binding subject to the Parties' right to take exceptions to an award in accordance with law, or the grievant's right, if applicable, to initiate court action. However, the arbitrator shall be bound by the terms of this Agreement. The arbitrator may retain jurisdiction over a case when necessary to clarify the award, and will retain jurisdiction in all cases where exceptions are taken to an award, until the Federal Labor Relations Authority renders a decision.

#### Section 4.0. Witnesses and Parties:

4.1. At least 15 calendar days before the opening of the arbitration hearing, the Parties shall exchange lists of witnesses whom they expect to have testify and discuss settlement opportunities. The Parties shall provide the arbitrator with a copy of the list at the same time they exchange lists.

4.2. The grievant(s) and grievant's representative(s) shall be granted duty time and no cost travel orders to participate in all phases of the arbitration proceeding.

4.3. The Agency shall ensure that all witnesses who are employed by the Agency are available for the hearing. In those instances when a witness cannot be made available on the day required, the arbitration may be postponed.

#### Section 5.0. Costs of Arbitration:

5.1. The Parties agree to share equally the cost of regular fees, including reasonable travel expenses of the arbitrator selected to hear the case.

5.2. The cost of a reporter or transcript, if used, shall be shared equally by the Parties if it is mutually agreed by the Parties to have one, or where requested by the arbitrator. Absent mutual agreement, either Party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation.

5.3. If a Party requests postponement, that Party shall bear the full cost of any rescheduling fees or postponement fees.

## ARTICLE 7 EMPLOYER RIGHTS AND RESPONSIBILITIES

**Section 1.0 Purpose:** This Article shall be administered in accordance with 5 U.S.C. Chapter 71 and this Agreement. The purpose of this Article is to set forth the statutory management rights and negotiated management responsibilities.

**Section 2.0. Statutory Rights:** Nothing in this Agreement shall affect the authority of any management official:

**2.1.** To determine the mission, budget, organization, number of employees and internal security practices of the Agency; and

**2.2.** To hire, assign, direct, layoff and retain employees in the agency or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

**2.3.** To assign work, to make determinations with respect to contracting out and to determine the personnel by which Agency operations shall be conducted;

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

**2.5.** To take whatever actions may be necessary to carry out the Agency mission during emergencies.

**2.6.** When emergency procedures are invoked that effect the provisions of this Agreement, the Union will be notified as soon as practicable and the Employer will advise the Union on the circumstances causing the emergency, if possible, and its expected duration. In any emergency, the Employer agrees to give due regard to the welfare of employees and, to the maximum extent possible, to abide by the terms of this agreement.

**2.7.** Nothing in this Agreement shall preclude the Agency from negotiating on the numbers, types and grades of employees or positions assigned to any organizational subdivision,

**Section 3.0.** The Employer agrees to notify Unit employees annually of their representational rights.

**Section 4.0.** The Employer agrees to post electronically the recognition granted to the Union, to include, names, locations, and telephone numbers of Union officials and stewards. The Employer will publish AFGC local office number in the base telephone directory, provided the Union complies with normal submission requirements of the Base Telephone Office.

**Section 5.0.** Copies of this agreement will be made available to all Unit employees, supervisors, and managers unless the Employer can readily provide electronic access to the document for all parties. A reasonable number of copies, not to exceed 50 will also be furnished to the Union for its own use. The cost of printing this agreement will be borne by the Employer.

## **ARTICLES**

### **UNION RIGHTS AND RESPONSIBILITIES**

**Section 10.** Exclusive Representation Pursuant to 5 U.S.C 7114 (a)(1), the Agency recognizes the labor organization retaining exclusive recognition is Local 1836, American Federation of Government Employees. As such, the Union is entitled to act for and negotiate collective bargaining agreements covering all employees in the unit. The bargaining unit is composed of appropriated fund employees including professional employees employed at Eielson Air Force Base and serviced by the Eielson Civilian Personnel Section, excluding management officials, supervisors, confidential employees engaged in personnel work in other than a purely clerical capacity, and those others specifically excluded by 5 USC 7112. The Union is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.

**Section 2.0:** The Employer agrees that the President of the Union or designee is authorized to consult with the Installation Commander, or designee, in matters which may be of such gravity that such action is warranted. Meetings with the Commander, or designee, will be arranged between the President of the Union and the Labor Relations Officer.

**Section 3.0. Union Representatives:** The Union will supply the Employer with copies of a complete roster including name, title, and work location of elected officials and designated stewards on an annual basis and/or as changes occur. Appointment as a steward shall not become effective until five (5) days after the Civilian Personnel Section has received written notification of the appointment. Union representatives will receive official time for the performance of representational duties in accordance with the provisions of this agreement on Official Time.

**3.1.** Union stewards/officers will be granted access to an employee's work place during work hours to confer with employees at their request except when security reasons or unusual circumstances dictate. The representative will coordinate with the employee's supervisor to affect the meeting.

**3.2.** When a steward is authorized to discuss a grievance with ml employee, the steward is

entitled to privacy in a suitably comfortable setting.

## **Section 4.0. Representation Requirements:**

### **4.1. Formal Discussions:**

**4.1.1.** Pursuant to 5 U.S.C. §7114(a)(2)(A), the Union shall be given the opportunity to be represented at any formal discussion between one or more employees it represents and one or more representatives of the Agency concerning any grievance (to include settlement discussions) or any personnel policy or practice or other general condition of employment

**4.1.2.** The Union Vice President/Chief Steward for the appropriate bargaining unit will be given at least a two (2) weekday's advance notice of any formal discussion that is to be held. If that official is not available, the Agency shall contact the Union President. This advance notice will be given unless management has been prevented from doing so.

**4.1.3.** At the start of each formal discussion, the Agency management representative should ask any Union representative who may be present to introduce themselves. Furthermore, the Agency management representative will offer the Union representative an opportunity to ask relevant questions and/or to present a brief statement before the end of the meeting outlining the Union's position concerning the issues presented by management, and to have full participatory rights during the meeting to the extent accorded to other employees.

### **4.2. Investigatory Examinations:**

**4.2.1.** As provided in 5 U.S.C. 7114(a)(2)(B) and the provisions of this agreement on discipline, the Union has the right to be represented at any examination by a representative of the Agency of an employee in the bargaining unit in connection with an investigation if.

**4.2.2.** The employee reasonably believes that the examination may result in disciplinary action against the employees; and

**4.2.3.** The employee requests representation,

**4.2.4.** The Union will determine which representative will be assigned to any particular investigatory examination.

**4.2.5.** The Union representative will be given a reasonable amount of time to arrive at the examination. Once the employee requests representation, no further questioning will take place until the representative arrives,

## **Section 5.0. Office Space**

**5.1.** The Employer agrees to continue to provide the Union with exclusive rent-free office space currently occupied. In the event the current space becomes unavailable the Employer agrees to provide the Union comparable rent-free facilities.

**5.2.** The Union's office space will be conveniently located to allow most employees easy access.

**5.3.** The Employer agrees to provide the Union with at least 2 weekdays (Monday thru Friday) prior notice for any non-emergency entry by any Agency representative into the union office and afford the Union an opportunity to have a representative present during the entry. In the event of an emergency, the Employer shall notify the Union within 48 hours that an emergency entry took place and the reason for the entry.

**Section 6.0. Parking**

The Employer agrees to provide the Union with at least 2 reserved parking spots within reasonable proximity of the Union office, with Head Bolt Outlets (HBOs). The Union will provide the reserved pm-king signs.

**Section 7.0. Office Furnishings, Equipment and Conferencing Space:**

**7.1.** The Employer agrees to afford the Union rights to reutilize or draw from DRMS surplus office furnishings and equipment.

**7.2.** The Employer agrees to afford the Union computer equipment that will allow access to the Agency's Intranet and e-mail.

**7.3.** The Employer agrees to afford the Union telephone service that will allow access to DSN or comparable long distance network and local calling, for representational purposes only.

**7.4.** The Union will be granted access to; Base Information Transfer System (BITS), teleconference facilities, video conference facilities, audio/video equipment and other services and/or equipment routinely available. The Union will follow the same reservation and use procedures as all other users.

**7.5.** The Union will be given access at no cost to conference rooms and auditoriums for meetings requiring that size space. The Union will follow the same reservation and use procedures as all other users.

**7.6.** Where there are facilities they shall be made available at no cost for Union meetings and membership drives, before or after duty hours or during lunch periods if such space is not already committed. The Union will follow the same reservation and use procedures as all other users.

**Section 8.0. Bulletin Boards:** The Agency will allow the Union to provide one or have access to a portion of a bulletin board of a design, size and in a location to be mutually agreed to by the Parties, for its' exclusive use, in each building or workplace in which bargaining unit employees are employed, upon request by the Union.

**8.1.** Upon request and approval, the Union will be granted the right to utilize electronic bulletin boards on the Installation, to post notices and communicate with bargaining unit employees; if an Employer board, the Union will follow the same reservation and use procedures as all other users. If the Union provides the board, it will comply with the same procedures as other board

users.

## **Section 9.0. Communication:**

**9.1.** E-mail: The Union may communicate with Agency officials, bargaining unit employees, neutral third parties, or members of other Government Agencies via the Agency's e-mail system, when performing representational duties. The Union will comply with all security measures and size limitations enforced on other users.

**9.1.1.** Consistent with 18 U.S.C. 1913, electronic mail transmissions shall not be used to urge or promote lobbying activities either in support of or in opposition to any pending legislation or appropriation of Congress.

**9.2.** Distribution of Literature: Official publications of the Union, which may include newsletters, fliers, or other notices may be distributed on Agency property by Union representatives. Where available, Union representatives will use centralized employee mail slots/drops to distribute Union publications. Distribution shall be accomplished so as not to disrupt operations. All such materials shall be properly identified as official Union issuances.

**9.3.** Telephones: The Union office telephone number will be included in all Agency telephone directories. The Union will follow the same procedures as all other users.

## **Section 10.0. Training:**

**10.1.** The Employer agrees to grant Union representatives 400 hours of administrative leave each year to attend labor relations training. The Parties agree that exceptions may be made to the number of hours authorized in this section when additional training is determined to be of mutual benefit to the Parties. Unused training hours in the calendar year, up to a maximum of 160 hours, shall be rolled in to the following calendar year.

**10.2.** The Local President (or designee) will forward a list of proposed trainees to the appropriate management official, who will coordinate with appropriate supervisors to schedule release of training candidates. Normally, the management official will respond to the Local President (or designee) within five (5) workdays.

**10.3.** Time for training will be approved except in cases where the absence of the employee(s) will significantly impact the Employer's work requirements. When a request for time for training is disapproved, the reasons for such disapproval will be furnished to the Local President and the training candidate.

**10.4.** When a new Union representative is designated, the Employer will permit the new representative and a Union designee up to four (4) hours for the new Union representative's orientation on the administration of the Agreement. This should occur within two (2) months from the date of designation appointment. This time is over and above the time authorized for training in Section 8.1, above.

**10.5.** The Employer agrees to provide Union designees the opportunity to attend Human Rights and Fair Practices (EEO, ADA, etc.), and Federal Employees Compensation (FECA) training

afforded to the Employer's representatives; or administrative leave, up to a maximum of 120 hours annually, for the designees to attend similar training at the Union's expense.

**Section 11.0. Access for National Representatives:**

11.1. National representatives of the Union may, at reasonable times, subject to national security regulations and existing or future control procedures, be allowed to visit the Installation for the purpose of accomplishing official Union business.

**Section 12.0. Labor Recognition Week:**

12.1. One (1) week of each year, to be agreed upon annually between the Parties, will be scheduled as Labor Recognition Week, During that week, the Union may use the Employer's conference rooms, break rooms and snack bars in main headquarters offices and all posts-of-duty to display exhibits to publicize the contributions of organized labor, particularly AFGE, to society and Federal employees.

12.2. The Employer agrees that supervisors may, to the maximum extent possible, afford BUEs excused absence not to exceed 1 hour in conjunction with the employee's scheduled breaks and/or meal periods to participate in Labor Recognition Week activities,

**Section 13.0. Surveys:**

13.1. To the maximum extent possible, the Employer will provide the Union with reasonable advance written notice of surveys that involve bargaining unit employees, The Employer will provide the Union with a written copy of survey questions and results, if available.

**ARTICLE9  
OFFICIAL  
TIME**

Section 1.0. Official time in the Agency shall be administered IAW 5 United States Code ("U.S.C.") Chapter 71; "The Federal Service Labor-Management Relations Statute" (the Statute) as amended and this Agreement.

**Section 2.0. Release Procedures for Official Time Use:**

2.1. Union representatives will be permitted to leave their assigned work area on official time as authorized under this agreement after reporting to their immediate supervisor or appropriate management official and identifying the purpose of their activity. The representative will be released unless the representative's absence would cause a substantial disruption in the representative's work area at that time. If the representative cannot be released at the time, the representative and the supervisor will arrive at a mutually agreeable time for departure, normally within 24 hours. The Union representative will be given time to inform any bargaining unit employees involved in the delay.

2.2. The Union representative and their supervisor will mutually determine a procedure for the representative to secure official time in the supervisor's absence.

2.3. Prior to entering a work area other than their own to meet with bargaining unit employees, the representative will advise the immediate supervisor concerned of their need to speak to the bargaining unit employees and the estimated duration of the meeting. If the meeting cannot be executed immediately, the representative and the supervisor will arrange a mutually agreeable time, normally within 24 hours. If the meeting cannot occur within twenty four (24) hours, the Employer will extend any timeline concerning the matter until the meeting can occur.

2.4. On occasion, discussions between the Union representative and the employee may take longer than originally anticipated. In these cases, both may contact their supervisors telephonically or by E-mail to notify them of the need to request an extension to the anticipated return time.

### **Section 3.0. Allocation of Official Time:**

**3.1.** A block time period of 10% of a 40 hour week, (4 hrs.) per week, of official time will be afforded to the Union President and Eielson Vice President, each, on a weekly basis. Additional time will be negotiated as necessary and reasonable, as representational need arises. The Union will provide the Labor Relations Officer a monthly report of representational activity during the blocked time.

**3.2.** Time for the following activities will not be charged to the amount of official time allocated in the section above, however will be made available to properly designated representatives, who would otherwise be in a duty status. Consistent with 5 U.S.C. 7131 (a) and this Agreement, Union representatives will be granted reasonable and necessary time to carry out the following functions:

**3.2.1.** Term agreement bargaining in accordance with 5 U.S.C. 7131 (a) and this Agreement, and any related third party proceedings;

**3.2.2.** Mid-term bargaining on management-initiated or union-initiated changes in conditions of employment, and any related third party proceedings;

**3.2.3.** Management-initiated grievances;

**3.2.4.** Meeting attendance with management;

**3.2.5** Travel time for functions listed above.

## **ARTICLE 10 DUES WITHHOLDING**

**Section 1.0 Purpose:** This Article provides for a fair and equitable system by which Union dues may be collected from bargaining unit employees in a timely and regular basis without having an adverse impact on the day to day operations of the parties.

**2.0. Union Dues:** Dues withholding from bargaining unit employees shall be administered in

accordance with 5 U.S. Code Chapter 71, "The Federal Service Labor-Management Relations Statute: and as amended by this Agreement Notwithstanding any other language contained in this Agreement, the Parties agree that the payroll withholding of dues as provided in the sections of this Article shall continue in full force and effect until such time as the Parties conclude a superseding signed agreement, either separately or as part of a general labor-management agreement which provides for dues withholding.

**2.1.** Bargaining unit employees may authorize the payment of labor organization dues to the Union by voluntarily completing a Standard Form 1187 "Request for Payroll Deductions for Labor Organization Dues". Information as to which employees elect to pay dues will only be used in conducting official business and will not be disseminated to any individual without a need for this information.

### **Section 3.0. Dues Subject To Withholding:**

**3.1.** The term "dues" includes regular and periodic dues, fees, and assessments of the exclusive representative of the unit. The Agency shall honor the assignment and make allotments pursuant to the assignment.

**3.2.** All regular and periodic dues allotments will be processed by the parties in a timely manner.

### **Section 4.0. Allotments (Payroll Deductions):**

**4.1.** Unit employees who desire to become members will make an allotment for payment of dues by completing SF-1187. The Union will procure the forms as needed and will make them available to the unit employees.

**4.2.** Completed allotment forms will be submitted to the Union President or other authorized officer who will complete the certification portion of the form. The Union, in turn, will promptly submit all such forms received from employees to the Eielson Civilian Pay Section for processing.

**4.3.** Allotments will be effective at the beginning of the first pay period following the receipt of a properly completed Standard form 1187 by the Eielson Civilian Pay Section. The Union may contact the Eielson Civilian Pay Section for assistance in resolving discrepancies.

**4.4.** Dues allotments will be processed at no cost to the Union or the employee

### **Section 5.0 Payment and Union Dues Deduction Report:**

**5.1.** The Agency will make remittance to the Union for amounts withheld on a biweekly basis. The remittance will be electronic funds transfer for the balance of the dues withheld and will be made payable to the Union. The Union will provide the Agency with the appropriate electronic funds transfer address. If remittance is made directly to the AFGE National Office, a copy of the Union Dues Deduction Report will be provided to the Local Union. This report is subject to the provisions of 5U.S.C §552a (the Privacy Act of 1974, as amended)

**5.2.** The payment will be accompanied by a Union Dues Deduction Report to the Local Union

containing:

**5.2.1.** Identification of the Agency

**5.2.2.** Identification of the Union Local;

**5.2.3.** Total amount of the remittance;

**5.2.4.** Name and last four of Social Security Number of employee, date, the amount deducted, and an indication if it is a new allotment;

**5.2.5.** Names and last four of Social Security Numbers of employees for whom deductions previously authorized were not taken with indication for reason; and

**5.2.6.** Total number of members for whom dues are withheld.

**5.3.** The Union and the Agency will discuss the details of the means of providing the Dues Deduction Report.

**Section 6.0. Changes in Dues Withholding Amounts:**

**6.1.** The Union may change the amount of the Union dues deducted per employee. The Union President or other authorized Union officer shall forward a statement to the Eielson Civilian Pay Section indicating the dues change.

**6.2.** Such statement must be received ten (10) workdays prior to the first day of the pay period in which such change is to be effective. Changes will be effective the first pay period after timely receipt by the Eielson Civilian Pay Section.

**Section 7.0. Dues Revocation:**

**7.1.** Union members who have authorized Union dues withholding may revoke their payroll deduction of dues once a year based on the member's initial membership anniversary date, by obtaining a Standard Form 1188 from the Union during normal office hours. The Union will promptly submit the completed Standard Form 1188 to the Eielson Civilian Pay Section. The Union will procure the forms as needed and will make them available to the Union members.

**7.2.** Upon receipt of the properly completed SF 1188, the Union representative must certify by date and signature the date the SF 1188 is given to the Union representative. In order to be timely, the SF 1188 must be submitted to the Union during the pay period coinciding with the member's initial membership anniversary date.

**7.3.** Notwithstanding Section 7.1 of this Article, deduction of dues with respect to an employee will terminate with the start of the first payroll period after which any of the following (Except temporary promotion, detail, or temporary transfer from one recognized unit to another) occurs:

**7.3.1.** Loss of exclusive recognition by the Union;

**7.3.2.** Separation of the employee for any reason;

**7.3.3.** Notice to the Employer from the Union that the employee has been suspended or expelled from the membership of the Union;

**7.3.4.** Transfer, reassignment, or promotion or demotion of an eligible member to a position excluded from the Union's recognition; or

**7.3.5.** Activation of an employee into active duty military status.

**7.4.** The Employer shall ensure that termination of dues withholding is a part of the out processing action items to be accomplished by employees prior to departure.

**7.5.** If the Agency removes an employee from dues withholding based on a belief that the employee's position is outside the bargaining unit, and the Federal Labor Relations Authority determines that the Agency acted improperly, the Agency will promptly reinstate the employee's dues withholding authorization and make the Union whole for all lost income.

#### **Section 8.0. Reinstatement of Separated Employee:**

**8.1.** If an employee who has been separated by the Agency is reinstated by an arbitrator, the Merit Systems Protection Board, the Equal Employment Opportunity Commission, or a court of competent authority, and the Agency is required to make the employee whole, back dues withholding will be deducted by the Agency and provided to the Local Union, unless the employee objects. Dues withholding will resume on the effective date of the reinstatement of the employee, if the employee was a Union member at the time of his/her separation, without submitting a new SF 1187; unless the employee elects otherwise.

## **ARTICLE II Employee Rights**

#### **Section 1.0. Right to Unionism:**

**1.1.** In accordance with 5 U.S.C. 7102, each employee shall have the right to join or assist the Union, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Such rights include:

**1.1.1.** The right to act for a labor organization in the capacity of a representative, and the right, in that capacity, to present the views of the labor organization to heads of Agencies and other officials of the executive branch of the government, the Congress, or other appropriate authorities; and

1.1.2. The right to engage in collective bargaining with respect to conditions of employment through representatives.

## **Section 2.0 Right to Representation:**

2.1. Employees have a right to the representation and assistance of the Union. Employees may contact and meet privately with a Union representative during duty hours for representational matters. The employee will be released from duty when he/she requests to exercise this right, unless there is a pressing mission requirement. If mission requirements preclude immediate release, the employee shall be released as soon as the mission requirement is met.

2.2. An Employee has the right to be represented by the Union at any examination (i.e., questioning) by a representative of the Agency in connection with an investigation, if the employee reasonably believes that the questioning may result in disciplinary action against them and the employee requests representation. Prior to the beginning of any questioning of an employee, the supervisor or manager conducting the examination should notify the employee of the right to request that a Union representative be present. If an employee requests a representative, no further questioning will take place until the representative is present.

2.3. Employees shall be afforded representation upon request during any disciplinary action, as defined by this agreement. Prior to the beginning of any disciplinary action of an employee, the supervisor or manager conducting the action should notify the employee of the option to have a Union representative present. If an employee requests a representative, the supervisor or manager conducting the action shall delay further action until the employee's request for representation is fulfilled.

## **Section 3.0. Personal Rights**

3.1. All employees shall be treated fairly and equitably in all aspects of personnel management and without regard to political or union affiliation, race, color, religion, national origin, gender, sexual orientation, marital status, age, or disabling condition, and with proper regard and protection of their privacy and constitutional rights.

3.2. Managers and employees shall deal with each other in a professional manner, with courtesy, dignity, and respect. .

3.3. The Agency will make every reasonable effort to conduct negative discussions between supervisors and employees, other than run-of-the-mill work conversations, in private.

3.4. If an employee is to be served with a warrant or subpoena, it will be done in private to the extent that the Agency has knowledge of and can control the situation.

3.5. In accordance with existing statutes and regulations, employees have the right to present their personal views to Congress, the Executive Branch or other authorities without fear of penalty or reprisal.

3.6. The Agency will provide lockable accommodations for the secure storage of appropriate

personal belongings for employees whose belongings are not under their immediate control for cause and upon request of employees otherwise.

**3.6.1** If the employee's request is denied, then the Parties will meet and negotiate accommodations being afforded.

**3.6.2** Upon request, the Agency will instruct employees on filing a claim for reimbursement under 31 U.S.C. 3721 and will make forms available in case of loss.

**3.6.3** These accommodations, if searched, will be conducted by at least two (2) management officials. If possible, the affected employee or their designated representative should be present.

**3.7.** Employees shall have the right to direct and fully pursue their private lives, personal welfare, and personal beliefs (e.g. CFC, Bond drives, Org activities, etc.) without interference, coercion or discrimination at the worksite, and without imposition of discipline or adverse action unless such pursuit is restricted by statute or impairs the efficiency of the service.

**3.8.** The enforcement of private debts is a matter for civil authorities. The Employer must neither require an employee to pay a private debt nor become involved in the determination of the validity of a debt.

**3.9.** An employee's decision to resign or retire, if eligible, shall be made freely and in accordance with prevailing regulations. The employee may withdraw their retirement prior to the effective date and return to their original position, as long as the position is unencumbered.

**3.9.1.** An Employee has the right to attend retirement planning seminars on duty time; as a new employee, at their mid-career point, and pre-retirement. The Agency will otherwise provide information including, however not limited to; individual counseling, retirement materials, life and medical insurance counseling, within the delineated frequencies above.

**3.10.** The Employer will provide employees with access to a safe break area within their work facility. This area should be away from customers, clients, and other non-employees whenever possible. If an employee(s) request additional accommodations, then the Parties will meet and negotiate accommodations being afforded. In rare cases in which it is impossible to provide the space for break periods, the Employer will work with the Union to identify locations where employees can spend their breaks.

**3.11.** The Employer will support the Agency civilian physical training policy by authorizing three hours per week to participate in physical fitness activities in on-base fitness facilities, workload permitting. In instances where employees cannot take advantage of on-base fitness facilities, the employer will work with the employee or their Union representative to identify locations where employees can participate in exercise activities.

**3.12.** The Employer agrees that employees in the Unit will have access to Air Force publications, directives, or memoranda pertaining to personnel policies, practices, and working conditions that are applicable to the employee.

**Section 4.0. Timely and Accurate Compensation:**

**4.1.** Employees are entitled to timely receipt of all compensation earned by them for the applicable pay period. The Agency will make every effort to ensure that employees receive their pay on the established payday at the electronic site designated by the employee, in accordance with Department of Treasury rules and regulations.

**4.2.** New Agency employees and employees promoted in to a new position will receive their LES and W-2 electronically, effective with the execution date of this contract. Employees in the employ of the employer will continue to have the choice of either hardcopy or electronic LES and W-2.

**4.3.** If a bargaining unit employee fails to receive their pay on the established payday; the Agency will initiate action for an emergency payment, in accordance with Law, rule and regulation. Upon the employee's financial institution's request, the Agency agrees to provide information as to the amount of pay that is due via emergency payment and witness they are taking every step to provide the funds as soon as possible.

**Section 5.0. Whistleblower Protection:** Employees are protected by the Whistleblower Protection Act against reprisal for the lawful disclosure of information.

**Section 6.0. Access to Agency Network and Equipment:** Bargaining unit employees have the right to access government computers on duty time for the execution of personnel processes and actions, subject to the limitations on use of government equipment IAW law, rule, and regulation (e.g., computers, internet and email, telephones to include government issued cellular phones, and fax machines). Bargaining unit employees have the right to a reasonable amount of storage for data on agency computers providing it does not interfere with system operation.

**Section 7.0. Employee Dress and Appearance:** Any requirement for specific civilian dress and appearance must be based on a clear showing that the prohibited dress contributes to an unsafe, unhealthy, non-productive or disruptive work environment. Employer disagreements with styles, modes of dress, and grooming now in fashion are not grounds for making such a determination. Changes to dress and appearance requirements must be negotiated with the Union prior to implementation.

**Section 8.0. Privately Owned Vehicles (POVs):** Employees shall not be required to use their POV for official business. If an employee volunteers to use their POV and it is authorized by the Employer, then the employee will be reimbursed at the full mileage rate per the Federal Travel Regulation. If an employee chooses to use their POV when a Government Owned Vehicle is available, they will be reimbursed IAW the JTR.

ARTICLE 12  
EMPLOYEE  
NOTICES

**Section 1.0.** The Employer and the Union agree that specified notices to all bargaining unit

employees will be released on an annual or as-needed basis.

**Section 2.0.**

2.1. The Union will be provided copies of Employer developed notices prior to or upon release to the bargaining unit.

2.2. Joint notices will be discussed, agreed upon and signed by both parties prior to release to the bargaining unit.

**Section 3.0.** The notices will be posted on official bulletin boards in locations frequented by bargaining unit employees (e.g., break rooms, cafeterias, office buildings), and sent by e-mail to employees.

**Section 4.0.** Annual notices will be included as part of the new employee orientation package provided during in-processing of bargaining unit employees.

**Section 5.0.** Prior to implementation of subject matter of notice to bargaining unit employees, that effects a condition of employment, either on a one-time or recurring basis, the Employer agrees that the Union will be notified and have a right to bargain these matters in accordance with this Agreement.

**Section 6.0.** In accordance with 5 USC 7114 (a)(3) employees will be notified of their right to Union representation on an annual basis. The notification will be sent to all employees in January of each calendar year and will be continuously posted on official bulletin boards. The notice will contain the statutory reference and language as follows:

**6.1.1.** Any employee during any examination of an employee by any representative of the Agency in connection with an investigation has the statutory right to representation if the employee reasonably believes that the examination may result in disciplinary action against the employee; and

**6.1.2.** The employee requests representation

**6.2.** The Union will inform the employees, via the Agency network, of the right of the Union to be present at any formal discussion, as defined by 5 U.S.C. 7114 (a) (2) (A), between one or more representatives of the Agency and one or more employees in the unit concerning any grievance, personnel policy or practices and other general conditions of employment.

**Section 7.0.** Standards of Conduct: The Employer will brief new bargaining unit employees of the standards of conduct and Code of Ethics for Government service during the employee's Newcomers Briefing and will post these continuously on their website.

**Section 8.0.** The Supervisor will brief bargaining unit employees as to the extent of their

right to utilize government computers and telecommunication systems on duty time, upon their initial workplace orientation, in accordance with all applicable provisions of this Agreement.

**Section 9.0.** The Agency will notify bargaining unit employees of their right to file a complaint with the Agency Inspector General when they have reason to believe there is fraud, waste and abuse.

**Section 10.0.** The Employer will post continual notice on their website that employees have the right to attend retirement planning seminars, on duty time, as a new employee, at their midcareer point, and pre-retirement.

## ARTICLE 13 NEW EMPLOYEE ORIENTATION

**Section 1.0. Goal of Employee Orientation:** An effective Orientation Program is an important component in achieving goals to establish and maintain an effective, diverse and motivated work force by ensuring that all employees receive training regarding their rights, benefits, roles and responsibilities as employees of the Agency. The Orientation Program will be administered IAW law, rule, and regulation.

**Section 2.0 Frequency of Employee Orientation:** Employee orientation training will be conducted on a recurring, scheduled basis at least once every quarter, and all new bargaining unit employees should be required to attend.

**Section 3.0. Notification and Information:**

**3.1.** The Union will be notified as soon in advance as possible of the scheduled dates for employee orientation; preferably not less than five (5) duty days prior to the orientation session. The Union should be provided a roster of new bargaining unit employees five (5) duty days prior to the orientation session. The roster will contain, at a minimum:

3.1.1. Prospective employee's name;

3.1.2. Entry on duty date;

3.1.3. New position title, grade and series; and

3.1.4. Location of the position

**3.3.** New bargaining unit employees will be informed of where to access an electronic copy of this agreement.

#### Section 4.0. Union Participation:

4.1. The Union will be entitled to address bargaining unit employees for a reasonable amount of time not to exceed thirty (30) minutes during the orientation or in-processing sessions; this time normally will be provided immediately preceding a lunch break. The union shall not include matters concerning or related to internal union business pursuant to 5 U.S.C. §7131(b), including but not limited to solicitation of membership and collection of dues.

4.2. If a bargaining unit employee is unable to attend a scheduled orientation session, the Union will be afforded opportunity to meet with the employee at the earliest possible date.

### ARTICLE 14 HOURS OF WORK

#### Section 1.0. General Provisions:

1.1. The administrative workweek will be a period of seven consecutive calendar days beginning on Sunday.

1.2. The basic workweek shall be 40 hours and not extend over more than 6 of any 7 consecutive days. Days off will be consecutive.

1.3. Congress finds that the use of flexible and compressed work schedules has the potential to improve productivity in the Federal Government and provide greater service to the public, and the Parties recognize that the use of Alternate Work Schedule (AWS) has the potential to improve morale, retention and recruitment. It is understood that the Agency has the authority to establish AWS's IAW 5 USC Chapter 61. To the maximum extent possible, bargaining unit employees' work weeks will be four (4), ten (10) hour days. Signatory authority to participate in an AWS programs shall rest with Squadron Commanders and the subject is a mandatory bargaining obligation.

1.4. The Parties will negotiate to set core hours and flexible bands for functions implementing a flexible work schedule.

1.5. The starting time for employees working on a regular work schedule will normally be 0730 each work day. The Employer may deviate from this starting time should the workload require it and in abnormal, unusual, or unforeseen circumstances.

#### **Section 2.0. Shift Work:**

**2.1.** Except in emergencies requiring overtime, employees will not be scheduled to report to work unless they have had at least 12 hours off-duty time between work tours.

**2.2.** Employees may annually state their preference for tour assignments (shift/days off), and may bid for shift vacancies as they occur. Conflicts between equally qualified employees will be resolved by seniority (service computation date for leave/SCD-Leave).

**Section 3.0. Pre-Meal and End-of-Shift Clean-up:** The Employer will permit reasonable clean-up *time*, consistent with the nature of work performed, immediately prior to the lunch period for personal clean-up as necessary; and, at the end of each shift for the purpose of returning tools, cleaning up the work areas and machinery, and personal clean-up as necessary. If a question arises as to the reasonableness of the amount of clean-up time the Union and Management will negotiate a mutually agreeable amount of time.

**Section 4.0. Notification of Schedules:**

**4.1.** Employees working rotational shifts or uncommon tours of duty will be notified of their work schedules at least fourteen (14) days in advance of the administrative workweek, except IAW Government wide Law, Rule and Regulation. When this is not possible the Union will be notified why.

**4.2.** All other employees will be notified of their work schedules at least seven (7) days in advance of the administrative workweek. When this is not possible the Union will be notified why and employees may be entitled to premium pay (overtime) for hours worked outside their regularly scheduled tour of duty, IAW Government wide Law, Rule and Regulation.

**4.3.** The Union will notify the Employer if it wishes to bargain regarding changes to work schedules in accordance with the provisions of this agreement.

**Section 5.0. Voluntary Schedule Adjustments (EMPLOYEE INITIATED):**

**5.1.** Employees may request to trade shifts or tours of duty out of the normal rotation with affected supervisors. These trades should be approved consistent with the efficient accomplishment of the Agency's mission.

**5.2.** The Employer will consider changes in individual schedules or assignments to permanent shifts requested by employees to pursue self-development activities when the activities will equip them for more effective work within the Agency.

**Section 6.0. Meal Periods:** Normally, employees shall be granted a non-paid meal period of up to 1 hour each day. This period will be scheduled at or near the mid-point of the shift and will not be taken at the beginning or end of a shift. When a non-paid meal period isn't practical, a 20- minute working meal period shall be permitted and considered as hours worked for pay purposes.

**Section 7.0. Breaks:**

**7.1.** A paid break of 15 minutes will be provided for each four hours of continuous work normally in the middle of each four-hour work period. Employees in administrative positions and/or employees who smoke may take their breaks as mission requirements permit in lieu of the structured 15 minute break. Employees may leave the work area during a break.

**7.2.** Video Display Terminal (VDT) Workers (Office Automation Assistants) shall be allowed to leave their VDT for at least 15 minutes after each hour of intensive keying. This may be part of their intermittent break or to perform other duties.

**Section 8.0. Time Keeping:** Employees will self-certify their arrival and departure times, as well as any other exceptions to the normal work day.

**Section 9.0. Alternative Work Schedules (AWS):** Requests to change work schedules shall be negotiated by the Parties on a case by case basis.

**Section 10.0. Temporary Suspension of Alternative Work Schedules:** Occasions may arise when an AWS must be temporarily suspended as a result of unusual workload or operational demands. An AWS cannot be suspended for an indefinite period.

**Section 11.0. Credit Hours:** Employees working an approved flexible work schedule may accumulate and carry over from one pay period to another a total of no more than 24 credit hours. An employee who has accumulated more than 24 credit hours is subject to forfeiture of the excess credit hours if they are not used prior to the end of the pay period. Credit hours must be earned before they may be used.

**Section 12.0. Temporary Assignments and AWS Schedules:** Employees temporarily assigned to other parts of the organization within the bargaining unit will continue working under their AWS schedule unless mission requirements dictate otherwise.

## **ARTICLE 15 TELEWORK**

**Section 1.0. Policy:** Bargaining Unit positions will generally be considered eligible to participate in Telework, unless circumstances directly related to the accomplishment of the work prohibits the performance of it anywhere other than the Employer's premises.

**Section 2.0. Eligibility:** All employees who meet the following criteria are eligible to participate in Telework.

**2.1.** The employee is in good standing and is not on a Performance Improvement Plan (PIP), as provided in the terms of this agreement on Performance Management;

**2.2.** The employee is no on leave restriction, as provided in the terms of this agreement on Leave;

**2.3.** The employee has the work space, utilities, equipment and reference materials: suitable for the work to be performed at the designated alternative duty station (ADS) as specified in the Telework Program Agreement; and

**2.4.** The employee, will sign and abide by the Telework Program Agreement.

### **Section 3.0. Requests:**

**3.1.** Employees will have the option to request to work an ADS, at or prior to the beginning of any calendar quarter on regularly scheduled basis, or on an ad hoc or episodic basis for a specific work project, assignment or duration of an adverse weather event or medical absence. Agreements will be reviewed/renewed quarterly.

**3.2.** Requests will be made in writing or by E mail to the employee's immediate supervisor. If the employee or supervisor wishes, a meeting will be held to discuss the request. Employee requests that meet the provisions of Section 1.0 and 2.0 above should be approved. If the request is denied, the supervisor will respond in writing or by E-mail and include the reason(s) for the denial.

### **Section 4.0. Work plan:**

**4.1.** Employees approved to telework on a fixed basis will develop a Work plan jointly with their immediate supervisor. Such Work plan will be developed within ten (10) workdays of the request. Work plans will be reviewed/updated as mission requires.

**4.2.** The Work plan should include as a minimum the following:

**4.2.1.** The employee's overall assignments (whether working at the official duty station or ADS), including establishing any necessary quotas, priorities and any suspenses;

**4.2.2.** An inventory of necessary equipment and/or resource material(s); and

**4.2.3.** The day(s), if scheduled, the employee will be performed work at the ADS.

### **Section 5.0. Call Backs:**

**5.1.** Employees may be required to report to their official duty station for scheduled training, conferences, other meetings, or to perform work on a short term basis that cannot otherwise be performed at the ADS or accomplished via telephone or other reasonable alternative methods.

**5.2.** Employees may also be required to report to their official duty station for emergency operational exigencies to perform agency work which cannot otherwise be performed at the ADS.

### **Section 6.0. Removal:**

**6.1.** The Agency may remove an employee from the Telework Program due to one or more of the following:

**6.1.1.** The employee is placed on a leave restriction. The employee is eligible to re-request participation upon lifting of the leave restriction.

**6.1.2.** The employee is placed on a Performance Improvement Plan (PIP). The employee is

eligible to re-request participation 60 days after expiration of the PIP.

**6.1.3.** The employee has demonstrated inability to adhere to the provisions of the agreement, to include reduced work production, non-responsiveness to telephone calls, non-availability, or working at the ADS has proven to place undue burden on other office staff.

**6.1.4.** The work must now be done at a different location.

**6.2.** Normally, employees will not be removed from participation for single or minor infractions of Telework Program requirements. In such cases, managers will counsel employees about specific problems before cancelling an employee's participation in telework. The counseling will be documented in writing in the employee's Supervisor's Employee Work Folder (SEWF).

**6.3.** When a decision is made to remove an employee from the Telework Program for cause, the employee will be given written notice indicating the reason(s) for removal. Unless otherwise specified, the employee may reapply for Telework Program participation thirty (30) calendar days after removal from the Program, provided that their performance is at least fully successful.

**Section 7.0. Problems Affecting Work Performance:** Employees will promptly contact their supervisor whenever any problems arise at the telework site which adversely affects their ability to perform work at the ADS and seek direction for further action. Examples could include situations such as equipment failure, power outages, telecommunications difficulties, etc.

**Section 8.0. Hours of Work and Leave:** Employees performing work at the ADS are subject to the same workday requirements as they would be if they were performing work at the official duty station. Employees will continue to be covered by all provisions of the terms of this agreement on Overtime and Leave. Suffer and permit overtime is expressly prohibited under this program.

**Section 9.0. Emergency Closing/Late Openings/Early Dismissals:** Employees working under an ADS agreement are exempted from adverse weather emergency closures to include late reporting/early dismissals. Early dismissals as a discretionary benefit, such as closing down early the day before a holiday, will still be afforded to ADS employees.

**Section 10.0 Additional Requirements:** Employees participating in the Telework Program will be required to:

**10.1.** Utilize any government owned/leased equipment for official purposes only and safeguard government owned/leased equipment documents as currently required at their official duty station; and

**10.2.** Adhere to applicable government regulations governing information management and electronic security procedures for safeguarding data and databases.

**Section 11.0. Equipment and Support:**

**11.1.** At a minimum, the Employer will provide the following as available:

**11.1.1.** Call forwarding to the employee's ADS;

**11.1.2.** Means to effect official off-net calls.

**11.2.** The Employer will provide computer equipment and other equipment the Employer deems necessary for performing the employee's assigned duties at the employee's ADS.

**11.3.** The employee will be responsible for home maintenance, or any other incidental costs (e.g., electricity) associated with the use of the ADS. The Employer will be responsible for the maintenance and repair of government owned equipment (e.g., a government owned computer). The Employer will be responsible for the cost (installation and maintenance) of a dedicated phone line if required by the Employer. The employee does not relinquish any entitlement to reimbursement for appropriately authorized expenses incurred while conducting business for the employer.

## ARTICLE 16 OVERTIME

**Section 1.0. Overtime Pay:** Overtime pay will be administered IAW Law, Government Wide Rule and Regulation.

### **1.1 Types of Overtime:**

**1.1.1. Regular Overtime:** Any overtime work scheduled in advance of the administrative workweek as part of an employee's regularly scheduled workweek is considered regular overtime.

**1.1.2. Irregular or Occasional Overtime:** Overtime work that was not scheduled in advance of the administrative workweek and made a part of an employee's regularly scheduled workweek is considered irregular or occasional overtime.

**Section 2.0. General:** Overtime will not be distributed, or withheld as a reward or penalty.

**Section 3.0. Call Back:** Call-back overtime is a form of irregular or occasional overtime work performed by an employee on a day when work was not scheduled for the employee or for which he is required to return to his place of employment after having already concluded his tour of duty and departed the work site. In call back overtime situations, the employee will be paid a minimum of 2 hours of overtime.

### **Section 4.0. Distribution:**

**4.1.** Employees within an organizational unit will be offered overtime on a rotating basis in accordance with their particular skills. This will not necessarily result in everyone having the same number of overtime hours worked. In the absence of sufficient qualified volunteers for overtime

work, the Agency has the right to direct overtime. Individual employees will not be forced to work overtime against their expressed desires as long as full requirements can reasonably be met by other qualified employees willing to work

**4.2.** Overtime rosters will be established listing all employees performing the same or similar duties on a regular basis, listed in order of their service computation date for leave (from most to least senior). The overtime rosters will be made available to the employees on the roster.

**4.2.1.** Once an employee works or declines an overtime assignment after being chosen from the roster, that employee's name will be placed at the bottom of the roster. Employees who are on leave, or otherwise unavailable for an overtime assignment, will remain in the same place on the roster, pending their return to duty.

**4.2.2.** If an employee is detailed or otherwise temporarily assigned outside of his or her work unit, the employee shall still be considered available for overtime assignment under the losing work unit overtime roster for the duration of such temporary assignment; provided that the employee's detail assignment is not disrupted and is reasonably able to be present for the overtime assignment.

**4.2.3.** Supervisors may skip someone on the roster when it is determined that the particular employee does not possess all the qualifications to perform the particular overtime assignment. In such cases, the employee retains his or her position on the roster for the next assignment.

**Section 5.0. Records:** Records of overtime offered, worked and refused will be kept by the Employer for one year and may be reviewed by the Union upon request. These records will be kept based on work center or organization and include overtime worked where employees from different work or cost centers also worked.

**Section 6.0. Disputes:** The negotiated grievance procedure is the exclusive remedy for the resolution of disputes concerning overtime.

**Section 7.0. Notice:** In the offer or assignment of overtime on days outside of the basic workweek, the Employer will notify the affected employee as early as practicable, except in cases of unforeseen mission requirements. When overtime is to be performed on a holiday, normally at least one day of advance notice will be given to the employee affected, except in cases of unforeseen mission requirements.

**Section 8.0. Impact on Leave:**

**8.1.** Overtime in conjunction with leave usage in the same pay period is permitted.

**8.2.** Employees on Court Leave under 5 USC 6322 are entitled to the same compensation they would have otherwise received but for their absence.

**Section 9.0. Pre and Post Shift Activities:** Pre and post-shift activities totaling more than ten minutes per daily tour of duty which are directly related to the principal activities of the position of an employee, are considered compensable for the purposes of this Article.

**Section 10.0 Compensatory Time in Lieu of Overtime Pay:** Compensatory time is time off from work that may be granted to an employee in lieu of payment for irregular and occasional overtime. Compensatory time earned is equal to the amount of time spent in overtime work, e.g., one hour and fifteen minutes of overtime work yields one hour and fifteen minutes of compensatory time. The following pertain to such compensation for overtime work:

**10.1. FLSA Non-Exempt Employees:** Employees have the choice of electing compensatory time off or paid overtime. Non-exempt employees may not be required to accept compensatory time off in lieu of payment for overtime work performed.

**10.2. FLSA Exempt Employees:** The Employer may require that employees whose rate of pay exceeds the maximum rate for GS-10, Step 10 be compensated with compensatory time in lieu of overtime pay.

**10.3.** Compensatory time earned normally will be used within 26 pay periods. All compensatory time not scheduled and used by the employee by the end of the year will be converted to overtime pay, computed using the employee's rate of pay at the time earned

Section 11.0. Standby Duty: An employee will be considered on duty and time spent on standby shall be considered hours of work IAW 5 CFR 551.431

Section 12.0. Compensation for Time Spent in Travel: Time spent in official travel away from the duty station will be considered hours of work IAW Law, Government Wide Rule and Regulation.

## **ARTICLE 17**

### **Absence and Leave**

Section 1.0. Purpose: The purpose of this Article is to prescribe the policies covering the different types of leave pertinent to all employees in accordance with applicable law and regulation. This Article shall be administered in accordance with Title 5, United States Code, Chapters 63; Title 5, Code of Federal Regulations, Parts 630 and this Agreement.

1.1. Purpose of Leave: The purpose of leave is to allow employees approved time away from work.

1.2. Use of Leave: The Parties agree that the use of annual leave is the right of the employee.

1.3. Charge to Leave: Employees may utilize leave in fifteen minute increments. Leave may not be charged in increments of less than fifteen (15) minutes.

1.4. Emergency Leave: The employee shall attempt to contact the immediate supervisor or designated official to request approval of unscheduled/emergency leave as soon as possible,

however not later than two (2) hours after the start of the employee's normal work day, unless extenuating circumstances exist. If an employee who reports to work late is required to use leave, the Employer may not require him or her to perform any work during the period that leave is charged.

1.5. Privacy: Confidential medical information provided by an employee supporting leave will be handled IAW Law, Rule and Regulation.

## Section 2.0. Annual Leave:

2.1. Forecasting of Leave: Significant blocks of annual leave shall be forecast by employees during the month of January (will be established by seniority) to ensure that employees are allowed a vacation and to prevent forfeiture of any excess annual leave at the end of the leave year. Schedules should be established by 15 February of each year. This schedule will be flexible for changes. When conflicts in scheduling arise between employees, the individuals concerned are encouraged to resolve the issue by mutual agreement. If the employees are unable to reach agreement, the person with the most seniority will prevail. In case of a tie, the conflict will be resolved by a toss of a coin. When a request for annual leave has been denied, the employee will be advised of the reasons for denial in writing if requested. Where leave projections need to be made prior to the end of the leave year (due to minimum staffing levels), leave should be scheduled and approved/disapproved before the start of the third bi-weekly pay period prior to the end of the leave year.

2.2. **Leave Procedures:** Employees will apply in advance for approval of anticipated leave not previously forecast to the maximum extent possible. Leave requests and approval or denial will be made in writing using OPM-71, Request for Leave, or through written memorandum or e-mail. The leave approving official, normally the supervisor, will respond to all requests for leave in a timely manner. Employees may, upon request and with the approval of their supervisor, change previously authorized annual leave to sick leave in accordance with 5 CFR 630.406.

2.3. **Approval of Leave:** Employees will be informed of whether requests for leave not previously forecast have been approved in a timely manner, normally within one (1) duty day. When requests are made to use leave on the following duty day, the response will be made as soon as possible, but no later than the end of the employees' work shift.

2.4. **Cancellation of Pre-Approved Leave:** In instances where employees have received advanced approval for leave, the Employer will make every reasonable effort to accomplish the employee's work prior to rescinding the approval. Leave will only be rescinded for a valid Agency exigency. If leave is initially approved and subsequently disapproved, the Agency will reimburse the employee for any costs the employee incurred, resulting from the disapproval, to the extent permitted by law or Government wide regulation.

2.5. **Discretionary Excused Absences:** Employees are expected to report to work on time, ready to work. Unavoidable absences, brief periods of early dismissal, and brief periods of

tardiness of less than 1 hour may be excused by the supervisor, or the supervisor may provide the employee opportunity to request approved leave, or previously earned compensatory time off. Supervisors are authorized to grant excused absences of up to fifty-nine (59) minutes. The Agency will treat employees fairly and equitably in exercising its discretion to approve brief periods of excused absence, without charge to leave.

**2.6. Advancing Annual Leave:** The Employer should grant an employee's request for advanced annual leave in situations where the employee lacks sufficient leave/compensatory time to cover the period being requested, but will earn enough leave to cover the amount of the advance by the end of the leave year; provided that workload permits a granting of leave and that the Employer would have approved a request for leave without pay to cover the requested period of absence.

**Section 3.0. Annual Leave for Union Representatives:** An employee who is a steward or other Union official should be granted annual leave or Leave Without Pay ("LWOP") to attend internal Union functions which are not covered by Official Time as set forth in the terms of this agreement. Normally, an advanced notice of a minimum of thirty (30) days will be required for approval, and approval will be subject to workload considerations.

#### **Section 4.0 Sick Leave:**

**4.1 Approval:** The Agency will approve an employee's request for sick leave when the employee:

**4.1.1.** Receives medical, dental, or optical examination or treatment;

**4.1.2.** Is incapacitated for the performance of his or her duties by physical or mental illness, injury, pregnancy, or childbirth;

**4.1.3.** Provides care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment; or

**4.1.4.** Provides care for a family member with a serious health condition;

**4.1.5.** Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;

**4.1.6.** Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or

**4.1.7.** Must be absent from duty for purposes relating to his or her adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to

proceed.

**4.2. Enforced Leave:** The Merit Systems Protection Board (MSPB) and the courts have determined that placing an employee on sick leave against his or her will is tantamount to a suspension. Therefore, the Agency will not place an employee on enforced sick leave, other than IAW this agreement and law, rule and regulation.

**4.3. Scheduling:** Employees should schedule non-emergency sick leave as far in advance as possible IAW Section 3.2 of this article.

**4.4. Sick Leave Abuse:** Where the Employer has documented reason to believe that an employee is abusing the use of sick leave (for example, when sick leave is used frequently or in unusual patterns or circumstances), the Employer may ask the employee to explain.

**4.4.1** The employee shall not normally be required to provide specific medical information such as diagnosis and prognosis, and may choose to provide this information only to Employer representatives who are medically certified.

**4.4.2.** Absent a reasonably acceptable explanation, the employee should be counseled that continued and frequent use of sick leave, or use in unusual patterns or circumstances, may result in a written requirement to furnish acceptable documentation for each subsequent absence due to illness or incapacitation for duty, regardless of duration. If reasonable grounds continue to exist for questioning an employee's use of sick leave, the employee may be placed on leave restriction (period not to exceed six (6) months). The notification will be in writing and inform the employee of the process to secure necessary leave during the restriction period. Any such written notice will describe the circumstances which led to its issuance, and will specify the termination date of the restriction. The Employer may periodically review the employee's situation and will notify the employee in writing when the leave restriction is no longer in effect.

**4.5. Advanced Sick Leave:** Employees should be afforded advanced sick leave IAW 5 CFR 630.402 "Advanced Sick Leave".

**Section 5.0. Family and Medical Leave Act:** Employees are entitled to a total of 12 administrative workweeks of unpaid Family Medical Leave during any 12-month period for:

**5.1.** Birth of a son or daughter and care of the newborn;

**5.2.** Placement of a son or daughter with the employee for adoption or foster care;

**5.3.** The care of a spouse, son, daughter or parent (not to include in-laws) with a serious health condition; or

**5.4.** A serious health condition of the employee that makes the employee unable to perform the duties of his or her position.

**Section 6.0 Leave Without Pay (LWOP):** Leave Without Pay (LWOP) is a temporary non-pay status and absence from duty for a specific period of time, which may be granted to an employee in accordance with applicable laws, rules, and regulations. LWOP may be requested in the same manner and for the same purposes as annual leave, sick leave and for employees who have applied for a disability retirement when a removal action is involved. Requests for LWOP will be given serious consideration and will not be denied arbitrarily. Denials of requests for LWOP will be provided to the employee in writing.

**6.1. Mandatory LWOP:** LWOP must be granted in the following three circumstances to:

**6.1.1.** Military training or active duty for members of the Reserves or National Guard, who are not entitled to, or have exhausted their military leave (38 USC 4316(d);

**6.1.2.** Medical treatment for disabled veterans;

**6.1.3.** Employees exercising LWOP rights under the Family and Medical Leave Act;

**6.2 LWOP Mandated by Regulation:** If the employee has followed leave procedures, the granting of LWOP is mandatory under the following circumstances:

**6.2.1.** For protecting an employee's status and benefits pending action by the Office of Workers' Compensation Programs (OWCP) on a claim resulting from a work-related illness or injury or during a period the employee is carried on the rolls while being compensated by the OWCP, IAW Government wide Rule and Regulation.

**6.2.2.** Avoid a break in service for career and career conditional employees who are dependents of a military member or a federal civilian employee or who are dependents of an individual who is employed by a public or private sector organization and who must relocate because of the transfer of the head of the household, IAW Government wide Rule and Regulation.

**6.3. Family Support Policy:** To the maximum extent possible, the Employer will allow employees an additional 24 hours of LWOP, above and beyond other statutory guidance, in a leave year, for participation in; school activities directly related to the educational advancement of their children, routine family medical purposes and elderly relatives health or care needs.

**6.4. LWOP in Other Circumstances:** LWOP in other cases should be granted only when it is apparent that it will result in increased job capability, protection, or improvement of the employee's health, or the retention of a desirable employee. Circumstances in which the approval of LWOP is discretionary include (but are not limited to) the following:

**6.4.1.** For educational purposes when the course of study is in line with work performed within the Air Force and completion of the course would serve the best interests of the Air Force.

**6.4.2.** For protecting the rights and benefits of employees who must relocate because of an emergency family situation.

**6.4.3.** For temporary service with a non-federal or private enterprise when it will contribute to the public welfare or when the experience to be gained will benefit the Air Force.

**6.4.4.** For protecting an employee's status and benefits pending final action by the Office of Personnel Management (OPM) on a claim for disability retirement, after all sick and annual leave have been exhausted.

**6.4.5.** For recovery from illness or disability not of a permanent nature.

**6.4.6.** Participation in volunteer or community service activities.

**6.4.7.** For service with a recognized employee organization.

**6.5. Return from LWOP:** Upon return to duty after a period of LWOP, the Agency, to the extent it has authority, will restore the employee to the position which the employee held prior to leave. If that position is unavailable the Agency will, to the extent it has authority and ability, place the employee in a similar position at the same grade and pay within the Agency and/or area of consideration.

**Section 7.0. Religious Observances:** Time off for Religious Observance will be administered in accordance with Subpart J, 5 CFR 550.1002.

**Section 8.0. Excused Absences (Administrative Leave):** Administrative leave is an approved absence from duty without loss of pay and without charge to leave. Administrative leave is treated as time worked for all purposes except that the employee is excused from his/her regular assigned duties.

**Section 8.1. Blood Donations:** An employee may be granted up to four (4) hours administrative leave for purposes of travel, testing, and recuperation associated with donating blood, or blood products. Additional administrative leave for this purpose may be approved in unusual circumstances, if needed.

**Section 8.2 Bone Marrow and Organ Donation:** Employees may use up to seven (7) days each year to serve as a bone marrow donor. Employees may use up to thirty (30) days each year to serve as an organ donor.

**Section 8.3. Court Leave:**

**Section 8.3.1.** In accordance with law and regulations, an employee with a regular

scheduled tour of duty is entitled to court leave for:

**Section 8.3.1.1.** Jury duty (including time spent waiting to be called or selected, and related travel time) when required by any Federal, District of Columbia, State or local court, in any State, territory, or possession of the United States; or

**Section 8.3.1.2.** Serving as a witness (including time spent waiting to testify, and related travel time) IAW Law, Rule and Regulation.

**Section 8.3.2.** Employees who are normally assigned to evening shift, night shift or other work schedules and are required to appear in court, whether on jury duty or as a witness during the day may be granted an adjustment in their regular schedule in order to coincide with the court day(s), at their request. In the alternative, the employee may request court leave for the employee's regularly scheduled tour of duty, to allow for sufficient rest to perform their court duties. In such cases, the employee will not suffer any loss of pay and will continue to be entitled to night differential or other regularly scheduled premium payments in accordance with applicable payroll policies.

Section 8.3.3. If an employee on court leave is excused from court with sufficient time to enable that employee to return to duty for at least two (2) hours of the scheduled workday, including travel time, the employee shall return to duty unless granted appropriate leave by the Agency. Employees will request and receive approval prior to going on leave to the extent practicable, using procedures as set forth above.

Section 8.3.4. Employees may keep any expense money received for mileage, parking, or required overnight stay, IAW law, rule and regulation.

Section 8.4 Workplace Closings: Whenever the Employer determines it necessary to close a workplace, when minimum manning is imposed, or a natural disaster is declared by competent authority, affected employees shall be granted administrative leave for the duration of the event, IAW AF! 36-8! 5, 7.6.3.

Section 8.4.1 Whenever the Employer determines delayed reporting is justified, the employee should be granted administrative leave for the approved period.

Section 8.4.2 Determining whether to grant administrative leave and the duration of the leave, the Employer shall consider any travel advisories/restrictions (Installation, State or local).

Section 8.5 Voting and Voter Registration: An employee will not be denied the opportunity to vote. As a general rule, when the voting polls are not open at least three (3) hours either before or after an employee's regular hours of work, employees may be granted an amount of excused leave to vote which will permit the employee to report to work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the

lesser amount of time. In those instances of unusual circumstances, an employee may be excused from duty for up to one duty day to allow the employee to vote. An employee may be excused to register to vote on the same basis as for voting.

Section 8.6 Emergency Rescue or Protective Work: An employee who can be spared without interference to essential operations or obligations may be excused to participate as a volunteer in emergency rescue or protective work during an emergency such as fire, flood, earthquake, local emergency, or search operations.

Section 9.0 Absence without Leave (AWOL): AWOL is an unapproved absence and results in no pay for the time absent. Recording an absence as AWOL is not a disciplinary action; however, failure to request leave or honor a valid denial of leave may be used as the basis for taking disciplinary/adverse action. When the Agency determines that it will charge an employee AWOL, it will notify the employee in writing of the intention to do so. AWOL will be changed to appropriate leave if it is later determined that the absence was excusable.

Section 10.0 Military Leave: As provided in 5 U.S.C. 6323(a), eligible employees may earn fifteen (15) calendar days of military leave per fiscal year for active duty, active duty training, and inactive duty training, and other military leave IAW law, rule and regulation.

Section 11.0 Voluntary Leave Transfer Program: Employees are entitled to donate (annual leave only) and receive leave for medical emergencies, IAW law, rule and regulation.

## ARTICLE 18 OFFICIAL EMPLOYEE RECORDS AND FILES

### Section 1.0. Maintenance of Records:

1.1. No personnel record may be collected, maintained, or retained except IAW law, government-wide rule and regulation and this Agreement.

1.2 Personnel records will be maintained in a secure, confidential file and shall be viewed only by management officials and union representatives with a legitimate administrative need to know.

### Section 2.0. Right to Access:

2.1. Employees have a right to know the location of records that are maintained about them and of their right to access these records. This includes their Official Personnel Folder (OPF) which consists of electronic records at AFPC Supervisor Employee Work Folder (SEWF) and any written or electronic work, duty or shift log.

2.2. Employees and their authorized representatives will have the right and be granted a reasonable amount of time to examine their SEWF on duty in the presence of a management official. Duty time will also be afforded to access their OPF.

2.3. Employees and their authorized representatives have the right to a reasonable amount of duty time to prepare and submit any response or statements they wish to make about information contained in their personnel records, or to add additional information or documents that are appropriate, relevant, work related and that are not in violation of law or government-wide rules or regulations. If the employee demonstrates incorrect or omitted information, the Agency will, upon verification, correct the record.

2.4. Upon request, employees have the right to have a copy made of specific documents in their personnel records.

2.5. Access to the SEWF by the employee or their authorized representative will normally be granted within two (2) working days of the request. Grievance time limits should be stayed in the event it takes more than four (4) working days for the records to be provided to the employee or their representative.

2.6. Access to personnel records to review them, add or correct information and receive copies will be without cost, charge to leave or loss of pay.

### **Section 3.0. SEWF Entries:**

**3.1.** Employees shall be notified and given a copy of any material placed in their SEWF within three (3) working days. Employees should acknowledge by a dated signature receipt of any documents provided. It is understood that such acknowledgement does not constitute agreement with the contents. Any records that have been placed in the SEWF and not disclosed to the employee shall not be used in any disciplinary, adverse action or performance-based action.

**3.2.** All personnel files should be screened and purged annually and outdated material shall be removed and given to the employee. Material will be considered outdated if there is no recurrence of the incident or deficiency IAW law, government-wide rule and regulation.

**Section 4.0. Supervisor Notes:** Personal notes prepared by a manager pertaining to an employee, but which do not qualify as a system of records under the Privacy Act of 1974, may only be kept and maintained by and for the personal use of that manager. They shall not be shown or released to anyone, to include another manager, secretarial or administrative personnel. Personal notes shown or released to anyone must be maintained in accordance with this Agreement. These personal notes or memory joggers shall not be used to circumvent timely disclosure to an employee, nor may they be used to retain information that should properly be contained in a system of records. They may not be used in any disciplinary, adverse or performance based actions unless they have been disclosed to the employee on a timely basis and placed in a file authorized by law, government-wide rule and regulation and this Agreement.

ARTICLE 19  
POSITION CLASSIFICATION/DESCRIPTIONS

**Section 1.0. General:**

**1.1.** Affected employees and the Union will be provided timely notice of evaluations or reviews conducted by either the Agency or OPM that will involve classification audits of bargaining unit employees.

**1.2.** While classification audits are in process, the Employer will not reassign duties if the purpose of the reassignment is to avoid reclassification of the position.

**1.3.** When changes will be made that result in change in occupational series and/or grade, the Employer will inform the Union.

**1.4.** The Agency will apply newly issued OPM classifications affecting employees IAW OPM instruction. The Employer will notify the Union if a new OPM classification will affect an employee.

**Section 2.0. Position Descriptions:**

**2.1.** The Parties agree if an employee is assigned work without a clear nexus to the major numbered duties indicated in their position description, the employee may request and will be granted the direction in writing prior to execution of the work. (Purpose is to ensure employee coverage for injury in the performance of duty under FECA)

**2.2.** If an employee has a question concerning their position description, they are entitled to discuss their position description with their supervisor. The employee may request a desk audit, or file a grievance as appropriate. Prior discussion with a Union representative and in-turn an Employer representative is encourage, however not required before an employee either requests a desk audit or files a grievance.

**Section 3.0. New Classifications:** A promotion resulting from the application of a new classification standard or correction of a classification error will normally take effected no later than the beginning of the second pay period following the decision to promote the incumbent.

**Section 4.0. Downgrades:** An employee whose position is reclassified to a lower grade which is based in whole or in part on a classification decision is entitled to a prompt written notice nmmally within five (5) duty days of the decision. The notice will be made IAW Law, Government Wide Rule and Regulation.

**Section 5.0. Classification Appeals:** Employees may appeal classification decisions that result in a reduction in their grade or pay through the negotiated grievance procedure, or through the administrative process IAW Law, Government Wide Rule and Regulation. Other classification disputes concerning the establishment or change the title, series, grade, or pay system of a position will be processed IAW Law, Government Wide Rule and Regulation. The Employer will provide employees and/or their designated representatives with copies of procedures for filing classification

appeals through the Agency and OPM channels upon request.

## ARTICLE20 DETAILS REASSIGNMENTS AND VOLUNTARY CHANGES

### **Section 1.0. Details:**

**1.1. Definition:** A detail is the temporary assignment of an employee to a different position or to a different set of duties for a specified period, with the employee returning to their regular duties at the end of the detail, as the employee continues to be the incumbent of the position from which detailed.

**1.2. Documentation:** Employees shall be recognized for the work they perform. Details of thirty (30) days or greater shall be processed through an official personnel action. Details of less than thirty (30) days shall be annotated in the employee's SEWF. Once an employee accumulates thirty (30) days of detail experience, the supervisor shall certify the employee's request for an update to their OPF.

**1.3.** The Union will be given written notice at minimum of one pay period in advance before detailing a Union Officer, Official, or Steward, other than a detail at that employee's request, provided that the Agency has advance notice of the need for a detail. Whether requested or not, details will be in accordance with Sections 1.4 and 1.5 of this Article.

**1.4. Higher Graded Duties:** Details to higher graded positions or to positions of known promotion potential will be accomplished in accordance with the procedures contained in the provisions of this agreement on merit promotion.

**1.5. Lower Graded Duties:** Performance of lower graded duties officially assigned by the Agency which are outside an employee's position shall not result in loss of recorded or credited time in the grade of the employee's permanent position. Such performance of lower graded duties shall not be the basis for a lowered assessment or appraisal of the employee, nor will it adversely affect the employee's ability to bid for and be considered for any job for which the employee would have been eligible had the employee not been detailed to those duties. The employee will continue to be paid at the rate of their permanent position.

**1.6. Appropriate Use of Detail:** Details shall be used to meet temporary needs of the Agency's work program. Details will be rotated fairly and equitably among qualified employees. Details will not be used to reward or punish employees. Details should also be used to help provide career development opportunities for employees. Volunteers for details shall be given prompt and fair consideration.

**1.7.** For other than immediate need, the following will apply when filling non-competitive bargaining unit details:

**1.7.1.** When a detail is required, the Employer will offer these assignments fairly and equitably

among qualified employees from the Unit.

**1.7.2.** The Employer will determine the area of consideration in which to announce the detail. Announcements will be accomplished by most effective means available to employees in the area of consideration.

**1.7.3.** The Employer will not set artificial qualifications or artificial areas of consideration to avoid the provisions of this article.

**1.7.4.** Eligible employees will be allowed a reasonable amount of time to respond to announcements.

**1.7.5.** If there are a sufficient number of equally qualified employees, the Employer will select the most senior qualified employee(s). Seniority will be determined by the SCD date. If an insufficient number of qualified candidates apply for the detail, the Employer will use inverse seniority to select from among equally qualified employees within the area of consideration.

**1.7.6.** An employee will not be detailed more than 120 days during any 12 month period, to the same or similar position, without competition.

**1.7.7.** Details to bargaining unit positions will be accomplished by bargaining unit employees to the maximum extent possible.

## **Section 2.0. Reassignments:**

**2.1. Definition:** Reassignment means a change from one position to another, without promotion or demotion, while the employee is serving continuously within the same Agency.

**2.2.** Requests for voluntary reassignments shall be given prompt and fair consideration.

**2.3.** When an employee is reassigned, the employee will be given a reasonable period in which to become proficient. If the employee cannot attain satisfactory performance, consideration will be given to returning the employee to the previous position or a different position at the same grade level.

**2.4.** The Union will be given written notice a minimum of one pay period in advance before reassigning a Union Officer, Official, or Steward. Upon request, the Agency will bargain over negotiable aspects of the reassignment before implementing it in accordance with the provisions of this agreement on midterm bargaining.

**Section 3.0. Voluntary Changes:** Employees may voluntarily request changes in their work assignments. All such requests are subject to management's right to assign employees work, and to determine the personnel by which Agency operations shall be conducted. Such requests will be considered by the Employer and a good faith effort will be made to balance the needs of the employee with the Agency's program needs. Any voluntary changes will be processed

in accordance with applicable laws, rules, regulations, and this agreement.

## **ARTICLE 21 HARDSHIP REASSIGNMENT**

The Parties recognize that there are situations that arise during an employee's career where a personal hardship exists that could be alleviated if the employee relocated. The Parties further recognize that there is no formal Hardship Reassignment program within the Agency. Absent a formal Hardship Reassignment program, the Employer agrees to provide reasonable assistance to employees who request reassignment

## **ARTICLE 22 PERFORMANCE MANAGEMENT**

### **Section 1.0. Overview**

**1.1.** The Parties will strive for continuous improvement in performance to fulfill the Agency's mission. Accomplishment of the mission is intended to be achieved within an environment that both recognizes the interdependence of employee contributions and promotes teamwork. Improvement in performance will be sought by analyzing work processes and correcting systemic problems and/or revising processes, as appropriate, with a commitment to an environment that promotes teamwork. The cornerstone of performance evaluation will be the accomplishment of group or team objectives.

**1.2.** To promote teamwork a simplified performance appraisal system will be employed. The purpose of the performance appraisal system is to provide a fair and equitable framework for honest feedback and open two-way communications between employees and their supervisors. The system focuses on contributions Within the scope of the employee's job description in achievement of the Employer's overall mission. Accomplishment of objectives is intended to be achieved within a team environment.

**1.3.** The performance appraisal system will emphasize:

**1.3.1.** Continuous communication

**1.3.2.** Employee development (rather than being used as a disciplinary tool)

**1.3.3.** Administrative simplicity (rather than labor-intensive)

**1.3.4.** The evolution of the supervisor's role to coach

**1.3.5.**Recognition of special skills and contributions as part of or in addition to regular job duties

**1.3.6.**Employee input into group objectives

**1.3.7.**Overall employee contributions

**1.3.8.**Encouragement of unit and group towards achievement of the Employer's mission

**1.4.** A cutTent rating of "Meets" assures employees of eligibility for within grade increases, promotion consideration, and award consideration and serves as a positive, tangible assertion that the employee is in good standing.

**Section 2.0. Policy:** In its entirety and application, the Performance Appraisal System must be fair, equitable, and solely related to job performance.

### **Section 3.0. Performance Standards**

**3.1.** The parties agree that the Employer will establish and communicate to the employees, major (numbered) duties and performance standards, as per the employee's SCPO/CPD.

**3.2.** Performance standards that assess an employee's manner of performance should be measurable and must be job-related, and documented. There must be a nexus between the expected manner of performance and the expected job results,

### **Section 4.0. Communications**

**4.1.** An orientation briefing will be provided to all new employees by the employee's supervisor, and there \Will be an oral discussion to explain, clarify, and communicate the employee's job responsibilities as defined in the employee's position description and performance plan. The purpose of this discussion is to ensure that there is a clear and common understanding of the duties and responsibilities contained in the employee's position description and performance plan. Documentation of this discussion shall be made in the employee's SEWF.

**4.2.** The supervisor will assure that the employee is provided an up-to-date copy of their position description, up-to-date copy of the Employer's mission and goals and the career ladder plan, if applicable, The supervisor will also initiate a dialogue with the employee to discuss the employee's duties and responsibilities in relation to the organizational unit's goals and the Employer's mission,

**4.3.** Subsequent briefing sessions should be held when there is a change in the employee's work situation.

### **Section 5.0. Process**

**5.1.** Employees should never be surprised by their performance ratings; therefore, supervisors shall provide regular feedback concerning performance throughout the appraisal period. At least one progress review will take place during the appraisal period, normally at the midpoint. As a

minimum, the supervisor must document that the review took place on a specific date in the Supervisor's Employee Work Folder. A copy of any completed appraisal or written feedback will be provided to the employee.

**5.2.** When evaluating performance, the supervisor will not hold employees accountable for factors which affect performance that are beyond the control of the employee.

**5.3.** Performance discussions will be documented in the employee's SEWF.

**5.4.** When the supervisor identifies a performance-related problem with an employee, the supervisor will meet with the employee, advise the employee of the problem, determine the root cause and develop a plan to resolve the problem.

5.4.1. The plan will afford the employee a reasonable opportunity to resolve the performance problem.

5.4.2. The plan will be tailored to the specific needs of the employee.

5.4.3. The primary purpose of the plan is to help the employee improve.

5.4.4. At any time during the assistance period the supervisor may conclude that the employee's performance has improved and that assistance is no longer necessary. The supervisor will notify the employee of this.

5.4.5. If, following the assistance period, the supervisor is unable to make an evaluation that the employee is successfully performing their job duties, the supervisor will give the employee a documented performance appraisal, communicating;

5.4.5.1. This determination;

5.4.5.2. That the employee will be placed on a formal Performance Improvement Plan (PIP), and;

5.4.5.3. That personnel related actions (WIGI, awards, etc.) will be withheld until the level of performance improves.

## Section 6.0. Performance Improvement Plan (PIP):

6.1. The PIP will identify the employee's performance deficiencies, the successful level of performance, the action(s) that must be taken by the employee to improve to the successful level of performance, the methods that will be employed to measure the improvement, and any provisions for counseling, training, or other appropriate assistance. The goal of this PIP is to return the employee to successful performance.

6.2. A reasonable period, usually thirty to sixty (30-60) calendar days, under a PIP will be given for the employee to achieve successful performance.

6.3. At any time during or at the conclusion of the PIP period, the supervisor may conclude that the employee's performance has improved and that the PIP can be terminated. In that event, the supervisor will notify the employee, terminate the PIP, document the termination of the PIP in the employee's SEWF and accomplish an appraisal to reflect the employee's successful performance.

6.4. If a WIGI has been withheld, the Employer may grant the WIGI at any time after it determines that the employee has demonstrated sustained performance at an acceptable level of competence. In such cases, the WIGI will become effective the first day of the first pay period after the acceptable determination is made.

## **Section 7.0. Performance-Based Actions**

**7.1.** Should all remedial action fail and the employee's performance be determined to be unacceptable; the supervisor will meet with the employee, and union representative if requested, and issue a rating of unacceptable performance to the employee. One of the following actions will be pursued: reassignment, reduction to the next lower appropriate grade, or removal.

**7.2.** An employee for whom reduction in grade or removal is proposed for unacceptable performance is entitled to:

**7.2.1.** Thirty (30) calendar days' advance written notice of the proposed action which identifies the specific basis for the proposed action including specific instances of unacceptable performance and;

**7.2.2.** A reasonable time, not to exceed twenty (20) calendar days, to answer orally and/or in writing.

**7.2.3.** The decision to retain, reduce in grade, or remove an employee shall be made within thirty (30) calendar days after the date of expiration of the notice period.

**7.3.** The employee will be given a written decision which:

**7.3.1.** Specifies directly or by reference the instances of unacceptable performance on which the decision is based and;

**7.3.2.** Specifies the effective date, the action to be taken, and the employee's right to appeal the decision.

**7.4.** The employee may appeal to either the Merit Systems Protection Board in accordance with applicable law or file a grievance under the negotiated grievance procedure, however not both.

## **ARTICLE23 AWARDS**

## **Section 1.0. Overview:**

**1.1.** Performance awards (that is monetary awards earned as a result of an employee's annual performance rating); Quality Step Increases (QSI); Time Off Awards; Special Act Awards, including Manager's Awards; and Honorary; Suggestion; and Invention Awards; are granted by the Employer on the basis of merit, and within applicable budget limitations, to individuals or groups. Such awards will be granted in a fair, consistent, and objective manner without discrimination.

**1.2.** The Employer agrees to recognize exceptional performance.

**1.3.** Upon request, the Employer will provide the Union all reasonable and necessary information regarding awards granted to employees covered by this Article. Such information shall include, at a minimum:

**1.3.1.** The award recipient's series and grade and

**1.3.2.** The type of award granted

**Section 2.0. Performance Awards:** The Employer will allocate a portion of its civilian pay budget, within budgetary constraints, for monetary awards. The Employer will inform the Union of what the civilian pay budget is and what the amount allocated is.

## **Section 3.0. Time Off Award (TOA):**

**3.1.** Once an employee is verbally apprised they've been granted a TOA, they should schedule its use within 90 days. The Employer will inform the award recipient of the effective date.

**3.2.** Supervisors may approve one day TOAs to individual employees for exceptional performance or one time contributions to accomplish organizational goals.

## ARTICLE 24

### MERIT AND TEMPORARY PROMOTIONS

**Section 1.0. Purpose:** It is the policy of the Employer to utilize the skills and potential of all employees and agrees to use internal recruitment as fully as practicable. The Employer agrees to be guided by the objective of obtaining the best qualified person available and to promote employees on the basis of merit and fitness without regard to personal relationships. Procedures will be conducted IAW Law, Government Wide Rule and Regulation.

**Section 2.0. Employee Promotion/Position Change Responsibilities:** Employees interested in promotion or a position change will be responsible for acquiring the skills and training needed for advancement. The employee will be responsible for updating their e-OPF regarding education, training, certifications and licenses.

**Section 3.0. Temporary Promotions;** When it is known that a detail to an established, higher-graded position will last from the beginning through the end of a pay period, a temporary promotion

will be effected if the employee meets all qualification and time-in-grade requirements, and if the employee is performing the grade-controlling duties of the position. Temporary promotions will only be processed on an electronic SF52 (RPA). Supervisors must ensure that the RPA is processed JAW Agency policy. Details to higher grades for known requirements will not be started, stopped or interrupted for the purpose of avoiding a temporary promotion.

#### **Section 4.0. Priority Consideration Before Using Competitive Procedures:**

**4.1. Employees Not Given Proper Consideration or Involuntarily Demoted:** Employees who are involuntarily demoted for reasons other than cause or who would have been referred but were not given proper consideration due to a procedural violation or error in a previous competitive placement action, are entitled to consideration for re-promotion before using competitive procedures IAW Law, Government Wide Rule and Regulation.

**4.2. Union Notification:** Upon request the Union will be furnished data on priority considerations granted, exercised, and the results.

**Section 5.0. Area of Consideration:** The minimum area of consideration for filling vacancies under this article shall consist of all permanent Air Force employees at Eielson AFB and Clear AFS (Local Area of Consideration).

#### **Section 6.0. Vacancy Announcements:**

**6.1.** Vacancy announcements will state whether any licenses and/or certifications must be held at the time of application, or if there's a grace period to obtain post hiring.

**6.2.** All vacancies within the Local Area of Consideration (LOC) will be announced on USA Jobs. Announcements for LOC applicants will be open and posted for at least the same period of time, as the announcement is posted for applicants from other sources.

**6.3. Amending Vacancy Announcements:** If a vacancy announcement has been posted and the Employer finds information to be in error that requires reposting and applicant reapplication, the Employer agrees to notify civilian employees of Eielson and Clear.

**Section 7.0. Self-Nomination:** Employees will self-nominate for vacancies and be allowed computer access and assistance with reasonable time during working hours to access information to comply with procedures related to the Merit Promotion Plan. The Airman and Family Readiness Center shall provide employee assistance with the creation of resumes. The Employer will make instructional material on the electronic application process available to bargaining unit employees without ready access to the Airman and Family Readiness Center.

#### **Section 8.0. Selection**

##### **Procedures: Section 8.1.**

##### **Interviewing:**

**8.1.1.** The Employer agrees to consider employees of the Bargaining Unit for all vacancies for which they are referred. It is understood that the procedures used to fill positions outside of the Unit of recognition will be established by the Employer (e.g., for first level supervisory positions).

**8.1.2.** The selecting official should ask identical, valid, job-related interview questions that allow for an objective evaluation of the candidate's competencies as they relate to the position being filled. Nothing shall preclude the selecting official from requesting a candidate to expand upon a response to an interview question.

**8.1.3.** When interviews are conducted and a face-to-face interview is not possible, a telephone interview is acceptable.

**8.2.** Upon request, candidates not selected shall be provided the following information:

**8.2.1.** Where they ranked among the other candidates;

**8.2.2.** Reason(s) they weren't selected; and

**8.2.3.** How they can improve to increase their chances for future selection to the position in question.

**Section 9.0. Promotion Records:** All records created in the selection process, including, but not limited to, interview questions, notes on interview responses, record of contacts with previous supervisors of candidates, non-selection memos, notes on review of employee briefs or candidate resumes, and any ratings or informal rankings made on referred candidates shall be retained IAW Law, Government Wide Rule and Regulation. Within 90 days of the selection announcement, the Union may request and the Employer will provide the information used to make selection.

**Section 10.0. Release and Notification of Applicants:** Promotions for employees who have accepted an offer will be processed at the beginning of the pay period following acceptance, normally within 20 days. The action may be delayed for administrative reasons related to the placement (e.g., physical examination, security clearance, etc.) or at the employee's request if approved by both the gaining and losing supervisors.

**10.1.** When an employee is within thirty (30) days of a within-grade increase, consideration should be given to releasing the employee at the beginning of a pay period on or after the effective date of the within-grade increase, provided such an action would benefit the employee.

**Section 11.0. Alternative Certification Procedure (ACP):** Prior to filling vacancies with ACP the Employer shall provide notice and justification for ACP's desired use to the Union, to reach agreement from the Union.

**Section 1.0. General Provisions:** The training and development of employees is important in carrying out the mission of the Agency. The Employer is responsible for ensuring that all employees receive the training and the Employer and employee are jointly responsible for the development necessary for improvement of the workforce. Employees may be granted an absence without charge to leave for training when the primary objective of the training is to improve the employees' general skills, knowledge, and abilities, or career growth.

**Section 2.0. Selection of Employee to be Trained:** Selection for training will be made by the supervisor from those employees best qualified to utilize the training based on such factors as mission needs, employee needs, availability of resources, and capability to train others.

**Section 3.0. Training Programs:** The Employer will post information concerning training and education programs for both Clear and Eielson, on Eielson's webpage. The Employer will advise individual employees, upon request, of currently available government-sponsored training courses.

**3.1.** Training nominations and/or approval will be based on the potential use of the training to improve organizational and individual performance.

**3.2.** Employees will be notified of the approval or disapproval of their nominations and the reason(s) for disapproval. Should an employee's nomination for training be disapproved for lack of resources, the employee may be re-nominated as funds later become available.

**3.3.** Employees will update their Official Personnel File (OPF) training records electronically via the Agency application. The Employer will provide assistance to employees who request it.

**3.4.** Employees adversely affected by reorganization, changes in mission, budget, or technology will be provided appropriate training by the Employer.

**3.5.** IAW the Federal Firefighters Overtime Pay reform Act of 1998, codified at 5 USC 4109 (d), firefighters will not lose pay during Employer sanctioned training.

**3.6.** With approval of the Fire Chief, firefighters may not be required to return to shift work and will be paid their normal tour pay while attending authorized local training.

**Section 4.0. Career Development:** Applicable civilian employees will be entitled and are encouraged to establish a (Civilian) Aim1m1 Development Plan (ADP) to be used as a road map for their professional and career development. ADP is accessible through the Air Force Portal under the "Quick Links" section. Employees who have a development plan may be granted administrative time for self-directed training or developmental activities, if such activities are related to the employee's current or prospective job duties.

**4.1.** The Employer will give applicable employees the opportunity to prepare an ADP. Upon

request, the Education Office Formal Training Officer will assist employees concerning ADP's.

**ARTICLE26  
OFFICIAL  
TRAVEL**

**Section 1.0. General:**

**1.1.** The nature of the mission of the Employer is such that it might be necessary for bargaining unit employees to travel officially on behalf of the government.

**1.2.** Changes in travel regulations that result in conflict with the provisions of this Agreement shall entitle either party to reopen those provisions that conflict with the changed regulation. Toward this end, the Agency shall give the Union notice of any proposed change to their regulations.

**1.3.** When employees travel on official business requiring written orders/authorization, i.e., travel for more than twelve (12) hours, orders/authorization will be prepared and allowances authorized IAW Law, Government Wide Rule and Regulation. Orders/authorization will be issued sufficiently in advance to permit the employee to complete all travel an-arrangements prior to the travel, forgoing urgent or unusual situation.

**Section 2.0. Government Travel Card (GTC):** Employees traveling on official business may be required to use a GTC.

**Section 3.0. Scheduling Travel:** To the maximum extent possible, if the travel is expected to require employees to be absent from their posts of duty for 30 days or more, employees will be given at least one week notification of their date of departure, may be waived by the employee.

**Section 4.0. Temporary Lodging:**

**4.1.** Employees on TDY assignments will not be required to live in government or contract housing. Those choosing to make their own housing an-arrangements will be reimbursed an amount equivalent to the Agency's authorized rate.

**4.2.** Employees traveling on official business will not be required to share a room, IAW AFI 34-246, dated 9 November 2007.

**ARTICLE 27  
Safety and Health**

## **Section 1.0 General:**

**1.1.** Maintaining safe, secure and healthful work environments, as a shared value by the Parties, is necessary for the accomplishment of the Agency's mission and contributes to a high quality of life for employees. To the maximum extent feasible, the Employer will provide and maintain conditions and places of employment that are free from recognized hazards and unhealthful working conditions, consistent with the applicable requirements of 29 U.S.C. 668 *et seq.* (the Occupational Safety and Health Act of 1970), Executive Order 12196, 29 Code of Federal Regulations (CFR) Part 1960, and other applicable safety and health codes.

**1.2.** On a case-by case basis, the parties may adopt more stringent safety and health standards to address specific concerns.

**1.3.** In circumstances where there is no legal/regulatory applicable safety or health standard, nationally recognized sources of health and safety criteria will be utilized. Such standards, if used, will be specifically identified by the Parties to this Agreement and documented by local policy or regulation.

**1.4.** Nothing herein will prevent the Parties from initiating additional negotiations to address safety, health, or wellness during the life of this Agreement for issues not covered by this Agreement.

**1.5.** The Employer shall publicize on a recurring basis, safety awareness programs and the provisions and procedures for reporting of hazards.

**1.6.** The Employer shall, IAW government-wide law, rule and regulation, perform a comprehensive analysis to determine causes and appropriate corrective actions concerning patterns of injuries and occupational illnesses that occur. Written results of this analysis will be provided to the Union President upon completion.

**1.7.** The Union will be contacted and afforded the opportunity to be present at any scheduled industrial hygiene/safety inspections conducted in facilities BUEs frequent.

**1.8.** The Employer will release the results of all industrial hygiene survey, air sampling results or other safety inspections of bargaining unit work areas to the Union.

**1.9.** The parties agree to meet as soon as possible, however NLT 3 days post the raising of a health/safety issue to negotiate means and methods to address the discrepancy. The Union will participate as observers in any investigation, inspection or testing and remediation and will be provided copies of any and all investigation results and/or reports.

**Section 2.0. Safety Committees:** The Union shall be afforded participation on safety committees in accordance with the following provisions:

**2.1.** A Union appointed representative shall participate as an active member on any formal safety committee with purview in any area affecting bargaining unit employees.

**2.2.** Union appointed members of safety committees will be provided copies of Employer's communications on safety and health matters, relating to the specific functional areas and provided access to safety and health publications.

**2.3.** Union representatives will be afforded duty time to participate in all safety committee activities.

**2.4.** The Employer will provide Union representatives the same occupational safety and health training afforded other committee members.

**2.5.** Union participation in safety committees is not to be construed as a waiver of the Union's right to collective bargaining.

**2.6.** Installation (ESOH) Safety Council/Committee: The employer shall ensure the Union is a participant on the Installation Safety Council/Committee. The Union representative shall be authorized to present safety concerns on behalf of bargaining unit employees.

### Section 3.0. Unsafe/Unhealthful Conditions

**3.1.** Any employee, group of employees, or Union representative who believe that an unsafe or unhealthful working condition exists in any worksite, has the right and responsibility to report such condition to the Employer, Department Safety and Health Official (OSHA), the Installation or Squadron/Facility Safety Committees, and/or the Union. An inspection of imminently dangerous, potentially serious and other serious safety and health conditions will be made within the timeframe established IAW Law, Government Wide Rule and Regulation. All Employer determinations and actions on imminent danger reports will be put in writing to the reporting employee and the Union explaining the basis for the findings and actions within the timeframe established IAW Law, Government Wide Rule and Regulation.

**3.2.** When the Employer or other appropriate authority determines that a dangerous or potentially dangerous condition exists at a worksite, employees at that worksite will be notified as soon as practicable so that precautionary steps can be taken.

**3.3.** The Employer shall post a notice of hazardous conditions discovered in worksites as required IAW Law, Government Wide Rule and Regulation. The notice shall be posted, at or near the location of the hazard and shall remain posted until the cited condition has been corrected. Such notices shall contain a warning and description of the unsafe or unhealthful condition and any required precautions to the full extent required IAW Law, Government Wide Rule and Regulation. The Employer will provide copies of any notices to the Union.

**3.4.** The Employer shall abate any unsafe and unhealthful working condition as soon as possible. Toward this end and to the extent possible considering mission requirements, any equipment, devices, structures, clothing, supplies, tools, or instruments that are found to be unsafe will be removed from service, locked-out, and/or tagged-out or rendered inoperative, as appropriate.

**3.5.** If there is an emergency situation in a worksite, the paramount concern is for the preservation of safety and health. Should it become necessary to evacuate an area, the Employer shall take precautions to guarantee the safety and health of employees. Employees ordinarily will not be

readmitted to an evacuated area until it is determined by appropriate authority that there is no longer a danger.

3.6. An abatement plan will be prepared if the abatement of an unsafe or unhealthy working condition will not be possible within thirty (30) calendar days IAW Law, Government Wide Rule and Regulation. Such plm1s shall be provided to the Union.

3.7. All personnel subject to the hazard and the Union shall be advised of interim measures in effect and shall be kept informed of subsequent progress on the abatement plan.

**Section 4.0, Confined Spaces**

**4.1.** No employee shall be allowed to work in a confined space area beyond the visibility of others, without periodic checks being made by the supervisor, other employees, or security personnel.

**4.2.** No employee shall be allowed to work in confined or enclosed spaces without the proper training, an approved Master Entry Plan (MEP), atmospheric testing equipment and an attendant present full time.

**Section 5.0. Operation of Government Vehicles:** The Employer should not direct employees to operate a government vehicle over public roads, highways, or interstate throughways without proper certification and documentation IAW Federal and State Law. In absence of certification and documentation, an employee is within in their right to refuse such direction without suffering discipline.

**Section 6.0. Lifting:** Employees should not exert themselves beyond safe limits and the Employer should provide relief or assistance to employees who request it.

**Section 7.0. Exposure to Cold:** The Employer has the responsibility to provide adequate protections and take measures to reduce the risk and prevent cold-related illnesses and deaths. The Employer will conduct annual cold work safety training for all bargaining unit employees who are required to perform duties in cold environments. The Employer will ensure that adequate supplies of potable water are available to employees required to work in cold conditions. Official temperature (Fahrenheit) and wind velocity will be obtained from the National (NOAA) or Eielson weather service, or the nearest local airport. Wind Chill Temperature (WCT) shall be derived according to the NOAA National Weather Wind Chill Chart.

**Section 8.0. Exposure to Heat:** The Employer has the responsibility to provide adequate protections and take measures to reduce the risk and prevent heat-related illnesses and deaths. The Employer will ensure that adequate supplies of potable water are available to employees required to work in high heat conditions (heat index of 78° or above as calculated on the NOAA National Weather Service Heat Chart). Work. site temperature (Fahrenheit) and humidity will be obtained at the worksite via instruments with accuracy traceable back to the National Standards Laboratory. When the heat index reaches values as indicated in the table below, the indicated work/rest cycles should be adhered to.

| WBGT (F) | EASY WORK       |                    | MODERATE WORK   |                    | HARD WORK |                    |
|----------|-----------------|--------------------|-----------------|--------------------|-----------|--------------------|
|          | Work Rest Cycle | Water Intake Qt/hr | Work Rest Cycle | Water Intake Qt/hr | Work Rest | Water Intake Qt/hr |

|              |           |      |           |      |           |      |
|--------------|-----------|------|-----------|------|-----------|------|
| 78 -<br>81.9 | No Limit  | 0.5  | No Limit  | 0.75 | 40/20 min | 0.75 |
| 82 -<br>84.9 | No Limit  | 0.5  | 50/10 min | 0.75 | 30/30 min | 1    |
| 85 -<br>87.9 | No Limit  | 0.75 | 40/20 min | 0.75 | 30/30 min | 1    |
| 88 -<br>89.9 | No Limit  | 0.75 | 30/30 min | 0.75 | 20/40 min | 1    |
| >90          | 50/10 min | 1    | 20/40 min | 1    | 10/50 min | 1    |

**8.1.** At the discretion of the Employer or upon the request of the Union, the Employer will determine the heat index reading(s) for non-climate controlled work areas in the following manner:

**8.1.1.** Temperature and relative humidity readings will be taken prior to work being performed and at regular intervals during the work being performed.

**8.1.2.** The heat index will be determined with calibrated equipment, traceable back to a national standard.

**8.1.3** The Employer will maintain a log at each facility of all readings capturing the following information for a minimum of ninety (90) days:

**8.1.3.1.** Date and time of reading;

**8.1.3.2.** Facility and Location of reading;

**8.1.3.3** Temperature;

**8.1.3.4.** Humidity;

**8.1.3.5.** Heat Index; and

**8.1.3.6.** Person(s) conducting the reading.

**8.1.4.** The log will be made available to the Union upon request.

**8.2.** When the heat index is expected to be 90° or above, the Employer will consider the following actions to minimize exposure and/or mitigate risk(s) associated with exposure:

**8.2.1** Varying work schedules or hours;

**8.2.2.** Relocating employees to cooler work environments;

**8.2.3.** Increasing air circulation;

**8.2.4.** Providing employees access to cool drinking water in work areas; and

**8.2.5.** Schedule heat safety breaks

**8.3.** When the Employer exposes employees to work environments with a heat index between 106° and 129°, the Employer will provide employees with cool drinking water and allow the employee(s) to relocate to a cooler environment for at will breaks.

**8.4.** The Employer will not expose employees to work environments that exceed a heat index of 129°, except when the Employer determines the exigency of business requires employee exposure. When the exigency of business requires employee exposure to work environments that exceed a heat index of 129°, the Employer will limit employee exposure to no more than 10 minutes per hour.

**8.5.** The Employer will conduct annual heat safety training for all bargaining unit employees subjected to potential heat stress. Training will include:

**8.5.1.** Knowledge of the hazards of heat stress (heat induced disorders):

**8.5.2.** Recognition of predisposing factors;

**8.5.3.** Danger signs and symptoms;

**8.5.4.** Awareness of first aid procedures for heat stress;

**8.5.5.** The potential health effects of heat stress; and

**8.5.6.** Employee's responsibilities in managing heat stress

**Section 9.0.** The Employer will, consistent with its right to assign work, make a reasonable attempt to reassign tasks of employees who provide acceptable medical documentation that particular tasks presently assigned to an employee pose a heightened health hazard to that employee.

## **Section 10.0. Imminent Danger Situations**

**10.1.** The term "imminent danger" means any conditions or practices in any workplace which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately.

**10.2.** An employee may decline their assigned task because of reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm.

**10.3.** The Union and affected employees will be told when the imminent danger situation will be inspected, by whom it will be inspected, what determinations are found and what if any actions are proposed.

**10.4.** The Employer agrees that if an imminent danger condition exists and cannot be immediately corrected or interim measures cannot be affected to mitigate the condition, then employees will be assigned work in a safe and healthy area.

### **Section 11.0. Environmental Differential/Hazard Pay**

**11.1.** Appropriate Environmental Differential Pay (EDP) will be paid to an employee who is exposed to an unusually severe working condition(s) or unusually severe hazard(s) or a working condition meeting the standards JAW Law, Government Wide Rule and Regulation. If at any time an employee or the Union believes that differential pay is either warranted or should be increased in percentage, the matter may be raised through statutory or negotiated procedures.

**11.2.** Under the Hazardous Duty Act, hazard pay differentials are authorized for GS employees for irregular or intermittent duty involving physical hardship or hazard. Eligible GS employees will be paid IAW Law, Government Wide Rule and Regulation. If at any time an employee and/or the Union believe that differential pay is either warranted or should be increased in percentage, the matter may be raised through statutory or negotiated procedures.

### **Section 12.0. \Work-Related Injuries and Illnesses**

**12.1.** The Employer shall ensure affected employees receive the opportunity to obtain emergency/urgent medical treatment, if necessary. Supervisors should complete the front of Form CA-16, within four hours of the request whenever possible. If the supervisor doubts whether the employee's condition is related to the employment, he or she should so indicate on the form. Where there is no time to complete a Form CA-16, the supervisor may authorize medical treatment by telephone and send the completed form to the medical facility within 48 hours.

**12.2.** At the first available opportunity inform affected employees of the employees' rights under the Federal Employees' Compensation Act (FECA); including, however not limited to:

**12.2.1.** The right to file a claim for work related injury or illness and time limits that apply;

**12.2.2.** The right to seek union representation to assist them;

**12.2.3.** The right to utilize their personal provider for treatment; and

**12.2.4.** The right to elect Continuation of Pay (when eligible) or Leave With Out Pay (LWOP), in lieu of use of personal leave, to effect income during the period of disability;

**12.3.** The Employer shall accept DOL traumatic injury or illness claim forms in hard copy from employees. At the election of the employee, the employee may make claim of injury/illness via the Agency's electronic process. The Employer will provide affected employees copies of any completed and/or submitted forms;

**12.4.** The Employer shall provide affected employees signed "Notice of Receipt" for DOL forms requiring it.

**12.5.** Upon receiving a report of work-related injuries or illnesses, the Employer shall promptly accomplish appropriate safety reports and determine whether an inspection is required. If an investigation is conducted, the Employer will report the findings to the Union.

**12.6.** When an employee requests to return to duty from work related illness or injury and has temporary limitations placed upon them by a qualified provider, the Employer will make a diligent effort to assign the employee to available work within the limitation(s). If limited duty is not available, the employee will be placed on continuation of pay (COP) (if eligible), or in the leave status of the employee's choosing. If the employee has an accepted claim and is not eligible for COP, the Employer will inform the employee of their right to choose Leave Without Pay (LWOP) to effect compensation under the Federal Employee's Compensation Act (FECA).

**12.7.** The Employer shall forward the Union all mishap reports and investigative reports of accidents involving employee occupational illnesses and injuries. The report shall conform to the requirements of Law, Government Wide Rule and Regulation, and shall not be redacted other than that required by Law.

**12.8.** Annually, concurrent with the Employer's posting of the OSHA 300 Summary Report; the Employer agrees to provide copies of the OSHA Summary Report and Log of Work-Related Injuries and Illnesses to the Union.

**12.9.** The Employer will endeavor to increase employees' awareness of the causes of and take action to reduce repetitive motion injuries.

### **Section 13.0. Personal Security:**

**13.1.** Security advisories shall be issued advising employees of criminal activity on Employer property. Employees faced with physically threatening situations in the workplace will receive appropriate assistance from the Employer.

### **Section 14.0. Workplace Violence:**

**14.1.** Violence constitutes a health and safety hazard in the workplace. Exposure to violence can result in both physical and emotional harm to employees. Although it is the employer's obligation to provide a safe and secure working environment, the Parties agree to work together to prevent workplace violence and to minimize the occurrence and effects of violence in the workplace should it occur.

**14.2.** The Parties agree to report credible incidents of violence in the workplace, affecting employees, to one another.

**14.3.** All employees who report harm resulting from an incident of workplace violence shall have access to all applicable Employee Assistance Programs.

## **Section 15.0. Emergency Preparedness**

**15.1.** Each work-center shall have emergency preparedness plans establishing procedures for safeguarding life in the event of emergencies and the employer will provide training to employees on the plans. Preparedness plans will be exercised to ensure proficiency.

**15.2.** The Employer should ensure each work-center has adequate means to administer CPR and any appropriate PPE required to administer CPR.

**15.3.** When it is necessary to assist an employee to return home or to a medical facility because of work related illness or incapacitation, the Employer will arrange for transportation. If a co-worker volunteers or is required to transport the employee, there will be no charge to leave for the co-worker.

**15.4.** The Employer agrees to provide reasonable access to first aid supplies. The Employer will maintain adequate supplies at each worksite, including work vehicles when employees are routinely dispatched from their primary work-center.

## **Section 16.0. Hazardous Materials**

**16.1.** Whenever chemical use, with potential to cause adverse health effects, is necessary, the Union and potentially affected non-chemical using employees will be given reasonable advance notice before application; regardless of whether the application is indoors or out, or during work hours or not. The Employer will take appropriate measures to protect employees from potentially hazardous chemicals. Non-use (Impacted) employees will be relocated at their request to a safe and healthful work environment.

**16.2.** The Employer will adhere to hazardous communications IAW Law, Government Wide Rule and Regulation, and Agency guidance

## **Section 17.0. Asbestos**

**17.1.** The Union shall be provided a copy of any asbestos report from a facility where employees frequent, upon request.

**17.2.** Anytime it's determined that asbestos exists in a facility frequented by employees and a baseline air sample hasn't been accomplished, the Employer will conduct air sampling to determine exposure level. The Employer will re-accomplish air sampling anytime there has been possibility of facility asbestos disturbance, either by natural or man-made event.

**17.3.** Where air sampling indicates that airborne concentration of asbestos fibers exist, however do not exceed safe levels established by applicable regulations, the Employer will conduct ongoing air sampling and inspections.

**17.4.** Any time air sampling indicates that airborne concentrations of asbestos fibers exceeds safe

levels established by applicable regulations, exposed employees will be notified in writing of the exposure within twenty-four hours after discovery. The Employer will:

**17.4.1.** Immediately remove employees from areas with unsafe levels of asbestos;

**17.4.2.** Review its draft and final asbestos hazard abatement plans with the Union upon request;

**17.4.3.** Provide updates on the progress of abatement work to the Union, upon request.

**17.5.** The Union designated Installation Safety Council member will be provided Employer-sponsored training on asbestos awareness.

**17.6.** The Employer will institute a medical surveillance program for all employees substantively engaged in work involving asbestos. The Employer shall record all measurements taken to monitor employee exposure to asbestos. Such records shall be maintained IAW Law, Government Wide Rule and Regulation. Affected employees will be informed on how to access information regarding their exposure and their medical records.

### **Section 18.0. Cathode Ray - Video Display Terminals:**

In accordance with standards for acceptable radiation emissions of CR-VDTs, the Employer agrees to conduct annual tests for any emissions. Any CR-VDT that tests above standard will be repaired to meet the standard or it will be removed from service.

### **Section 19.0. Indoor Air Quality:**

**19.1.** Employees are entitled to work in an environment containing safe and healthful indoor air quality. The Employer shall provide safe and healthful indoor air quality IAW Law, Government Wide Rule and Regulation, and general consensus guidance.

**19.2.** On-site investigations/inspections will be conducted when a problem concerning indoor air quality or building related illness is formally brought to the Employer's attention. These investigations/inspections shall meet the criteria of the American Society of Heating, Refrigerating and Air Conditioning Engineers, the protocols of OSHA and the American Conference of Government Industrial Hygienists.

**19.3.** The Employer will comply with all applicable engineering standards in the operation and maintenance of heating, air conditioning and ventilation systems.

**19.4.** To the greatest extent possible the Employer will ensure appropriate measures are taken to minimize and/or eliminate the impact of contamination from outside sources. Where the levels of contaminants become unhealthy, management will take appropriate steps to protect affected employees.

**19.5.** The Employer will ensure that indoor air parameters conform to OSI-IA's recommendations concerning Temperature, Humidity, Carbon Monoxide and Carbon Dioxide.

**19.6.** The Employer shall eliminate or control all known and potential sources of microbial contaminants by assessments and appropriate response to all areas where water collection and leakage has occurred.

**Section 20.0. Renovation and Construction:**

The Union will be provided advanced notice and afforded an opportunity to negotiate appropriate arrangements and procedures to be followed concerning facility renovations, when the activity impacts employees in more than a de Minimis nature.

ARTICLE 28  
PERSONAL PROTECTIVE EQUIPMENT

**Section 1.0. General:**

**1.1.** Personal Protective Equipment (PPE), as determined by the serving Bioenvironmental Engineering and/or Safety Office, IAW Law, Government Wide Rule and Regulation, adopted general consensus guidance, and this negotiated agreement, to protect employees from hazardous conditions encountered during the performance of their official duties, will be provided at no cost to employees.

**1.2.** Assessments to determine the need for PPE will be conducted by the Employer in each industrial workplace at least on an annual basis. These assessments will also evaluate the need for and feasibility of workplace modifications, engineering controls, or other devices or processes designed to eliminate or reduce workplace hazards, to eliminate and/or reduce the need for PPE. The Union will be given copies of all assessments, including findings, conclusions, and decisions, and all documents, data, and materials used as a basis for the decision. When assessments initially determine that PPE is not warranted, the Employer will consider requests for reconsideration upon notice from the Union.

**1.3.** When assessments determine that new and/or different (change in condition of employment) PPE is appropriate, the Employer will give the Union notice and an opportunity to bargain over the type and style of PPE that will provide the required level of protection to affected employees, in order to maximize employee comfort. Nothing shall preclude the use of available PPE pending conclusion of such negotiations.

**1.4.** The Employer will provide employees information on PPE provided. The Employer will give the Union notice of any training on new PPE requirements they intend to provide.

**Section 2.0. Coveralls:**

**2.1.** Employees shall be authorized a minimum of three (3) pairs of coveralls which shall be replaced as they become unserviceable.

**2.2.** The Employer will provide either laundry services or a reasonable amount of duty time,

laundry facilities and supplies, at no cost to the employee, for the cleaning of the coveralls provided by the Employer.

### **Section 3.0. Safety Eyewear:**

**3.1.** Eyewear shall meet all ANSI Z87. I as well as AFOSH and any other applicable general consensus guidance. The following will also be observed:

**3.1.1.** Side shields must be permanently attached

**3.1.2.** Employees working in an area requiring arc flash protection arc required to wear non-conductive frames.

**3.2.** Employees will be allowed reasonable duty time to acquire their prescription safety glasses from approved providers, if a personal visit is required.

**3.3.** The Parties agree to a standard prescription safety eyewear (e.g., UVEX with prescription inserts) to the maximum extent possible. Requests for deviation from this standard will be given consideration on a case by case basis.

### **Section 4.0. Industrial Safety Footwear**

**4.1.** Employees shall be allowed to select safety footwear of any style and personal preference from local vendors so long as the footwear meets all safety and any agency uniform requirements.

**4.2.** The Employer shall authorize an amount not to exceed \$200.00 for employee safety footwear. This amount shall be adjusted on an annual basis, based on a survey of local vendors, to allow for inflation.

**4.3.** Employees requiring safety footwear above the threshold cost in cases of medical necessity may be required to provide administratively acceptable documentation. Documentation may be subject to verification by the Employer's medical provider prior to the purchase of the safety footwear.

**4.4.** Safety footwear shall be replaced if they sustain an impact or steel components are visible. Replacement of safety footwear will be done at least every other year or as they become unserviceable.

**4.5.** Supervisors may afford reasonable duty time for employees to procure safety footwear.

### **Section 5.0. Respiratory Protection Program:**

**5.1.** The Employer is responsible for the establishment and maintenance of a respiratory protection program IAW 29 CFR 1910.134 and NFPA requirements if applicable. Exception: Employers are not required to include in a written respiratory protection program those employees whose only use of respirators involves the voluntary use of filtering face-pieces

(dust masks) in areas or in tasks approved by the Employer's medical authority.

**5.2.** The Employer shall provide effective training to employees who are required to use respirators. The training must be comprehensive, understandable and recur annually or more often if necessary.

**5.3.** The Employer shall identify a Physician or other Licensed Health Care Professional (PLHCP) to perform initial and continuing medical examination and surveillance, including the utilization of; an annual occupational medical questionnaire and testing to determine employee oxygen saturation. if an employee's oxygen saturation is determined to be below 92%, the employer will assess the employee's Arterial Blood as parameters to include carboxyhemoglobin measurement. If the employee's oxygen exchange rate is subsequently determined to be abnormal the employer will pursue advanced diagnostics, such as High Resolution Computed Tomography (HRCT) Scan of the employee's lungs, with the employee permission, to screen for possible pulmonary abnormalities, as deemed appropriate by PLHCP.

**5.4.** At a minimum, the employer shall provide additional medical evaluations that comply with the requirements of this section if:

**5.4.1.** An employee reports medical signs or symptoms that are related to ability to use a respirator;

**5.4.2.** A PLHCP, supervisor, or the respirator program administrator informs the employer that an employee needs to be reevaluated;

**5.4.3.** Information from the respiratory protection program, including observations made during fit testing and program evaluation, indicates a need for employee reevaluation; or

**5.4.4.** A change occurs in workplace conditions (e.g., physical work effort, protective clothing, or temperature) that may result in a substantial increase in the physiological burden placed on an employee.

**ARTICLE29**  
**MEDICAL**  
**DETERMINATIONS**

**Section 1.0. Purpose:**

**1.1.** If an employee is required to undergo a fitness for duty examination, it will be pursued IAW law, Government Wide Rule, or Regulation.

**1.2.** If medical documentation to support a work place accommodation request is required by

the Employer, the documentation will be provided IAW Law, Government Wide Rule, or Regulation.

**Section 2.0.** All medical examinations required of or offered to an employee as a condition of employment will be performed in a paid status, with no financial cost or charge of personal leave to the employee.

**Section 3.0.** Fitness for Duty Examinations: If an employee is required to undergo a fitness for duty examination, it will be pursued JAW Law, Government Wide Rule, or Regulation.

**Section 4.0 Medical Documentation:**

**4.1.** If medical documentation is required by the Employer to make an informed management decision, it will be acquired and handled IAW Law, Government Wide Rule, or Regulation.

**4.2.** Release of Medical Information Any medical documentation desired by, or provided to the Employer to make an informed management decision, from the employee or their provider, will be provided directly to the Agency's designated Medical component for review. The documentation will be secured and only accessible to the Employer's Medical personnel

**Section 5.0. Inability to Perform Assigned Duties:** If the Employer determines as a result of a fitness for duty examination or review of medical documentation that an employee is unable to perform their assigned duties as a result of a medical condition, the Employer will make every effort to either accommodate the employee in their present position or reassign the employee to another position within the Agency at the same grade, if possible, or a lower grade for which the employee qualifies and in which they can perform. In the event a position cannot be located for the employee the Employer will notify the employee of their right to apply for disability retirement. If the employee files for disability retirement within the proposed removal period, the Agency will authorize an excused absence, for up to a total of sixty (60) days, pending final decision from the Office of Personnel Management.

**ARTICLE30  
TOBACCO  
USE**

**Section 1.0.** The Parties recognize the benefits of not smoking to both employees and the efficiency of the mission. The Air Force prohibits smoking and discourages the use of all tobacco products in the workplace to protect the health of all workers. Tobacco use is prohibited in Government owned or leased vehicles.

**1.1.** The Employer agrees to provide such assistance as allowed by law, rule and regulation, in assistance to employees for tobacco use cessation.

**Section 2.0.** The Parties recognize the right of individuals to smoke provided such action does not endanger life or property, cause discomfort or unreasonable annoyance to nonsmokers, or infringe upon the rights of others.

**2.1.** Designated smoking areas will be reasonably accessible to employees and provide a measure of protection from the elements. Smoking areas shall be away from points of entry/exit. Specific smoking areas shall be defined in side-bar agreements.

**ARTICLE31  
SUBSTANCE  
ABUSE**

**Section 1.0.** Both the Union and the Employer recognize alcoholism and drug abuse are treatable illnesses. The Parties understand the Employer has an obligation to provide employees with an alcohol or drug problem an opportunity for rehabilitation. It is understood that an initial visit for these purposes will be on duty time. Subsequent visits shall be charged to leave.

**Section 2.0.** Employees may voluntarily visit the Agency Medical Facility if they believe they have an alcohol or drug problem to obtain informational material or referrals to civilian providers. Employees are exempt from discipline only when they voluntarily self-identify themselves as drug users and submit to drug testing prior to identification through other means as well as seek counseling or treatment through an agency sponsored program, and refrain from drug use thereafter. Confidentiality will be maintained.

**Section 3.0.** Reasonable suspicion testing will be performed only when the Employer concludes that an employee's abnormal conduct or behavior is reasonably related to substance abuse, this will be determined by an exam by a qualified person. Under reasonable suspicion an unidentified source cannot be used to justify a test.

**Section 4.0.** Drug testing shall be in accordance with AFI44-107, Air Force Civilian Drug Demand Reduction Program, Dtd. 7 April, 2010 and the following conditions:

**4.1.** Bargaining Unit Employee (BUE) in Testing Designated Positions (TOP) shall be limited to those defined in AF! 44-107 Dtd. 7 April 2010.

**4.2.** Upon request the Union shall be provided a copy of a roster of all BUE TDP's, identifying BUE by name, position and duty location.

**4.3.** The Union and incumbents of any positions added to the roster of TDP's shall be notified of the action. Incumbents of existing positions converted to TDP's shall be notified in writing of the requirements for random drug screening of the position and rights of employees occupying TDPs. Incumbents of newly designated TDP's shall not be subject to random drug

screening until 30 days after receipt of employee acknowledgement of written notification of TDP requirements.

**4.4.** The Employer should annually remind all incumbents of TDP's of the requirements for random drug screening of their positions as a part of the employee's annual performance evaluation and document the discussion in the employee's SEWF.

**4.5.** The Employer will not frisk or search employees as a part of the specimen process.

**4.6.** IAW AFI44-107, dated 7 April, 2010; containers used for drug testing will include a tamper- proof seal. This seal shall be initialed by the BUE and remain unbroken until testing. If a tamper proof seal is broken or fails the sample will be discarded.

**4.7.** Whenever a random sampling specimen is lost or the test results are invalidated for reasons outside the employee's control, the employee will not be required to provide another sample until the employees is again required to provide a random sample.

**4.8.** BUEs that test positive for drug use will be referred to the Mental Health Clinic for evaluation. The agency is required to inform those employees testing positive of the consequences of their refusal to participate in counseling or rehabilitation.

**4.9.** The Employer may return an employee to duty after successful completion of a rehabilitation program.

**4.10.** Upon request of the employee, the Employer shall provide copies of all records and documents relating to the employee's positive test result.

## ARTICLE 32 CHILD AND ELDER CARE

**Section 1.0. Policy and Purpose:** Working parents and other employees may have special child care or elder care needs during working hours. The Employer will continue its efforts to support and foster child care and elder care services for its employees.

**Section 2.0. Child Care Resources:** Upon an employee's request, the Employer will provide employees with current listings of the qualified, licensed child care centers in the immediate area.

**Section 3.0. Child Care Subsidies:** The Employer agrees to continue to provide annual sliding scale fees to employees for child care at their Child Development Centers. Child care fees will be based on family income.

**Section 4.0. Elder Care Resources:** If requested, the Employer will provide employees with elder

care resource information to help employees and caregivers with, elder care dependent care needs, services and providers located in the areas of the Employer's facilities.

**Section 5.0. Work/Life Arrangements:** With supervisor's approval, employees may use work life programs that may assist with child or elder care responsibilities; for example, part-time employment, job sharing, leave, flextime, working shift changes, etc. Employees will be permitted to contact child care and elder care providers during duty hours.

### ARTICLE 33 MASS TRANSPORTATION BENEFIT PROGRAM (MTBP)

**Section 1.0.** In Accordance with 5 U.S.C 7905 all employees are eligible to participate in a Mass Transportation Benefit Program (MTBP). The Agency/Employer will administrate the MTBP, IAW Law, Government Wide Rule and Regulation, and Agency guidance.

**Section 2.0.** As there is no current Mass Transportation; the Parties agree to work collaboratively toward facilitating any effort to establish such transportation.

### ARTICLE 34 DISCIPLINARY AND ADVERSE ACTIONS

#### **Section 1.0. Statement of Purpose and Policy:**

**1.1.** The objective of discipline is to correct and improve employee behavior so as to promote the efficiency of the service. It is not to be punitive in nature. The appropriate level of discipline is the lowest level necessary to correct employee behavior. The concept of progressive discipline, which is designed primarily to correct and improve employee behavior, will guide managers in making decisions regarding discipline. A common pattern of progressive discipline is documented counseling, oral admonishment, written reprimand, short term suspension, long term suspension and removal. Any of these steps may be bypassed when the severe nature of the behavior makes a lesser form of discipline inappropriate.

**1.2.** Normally, discipline should be preceded by verbal counseling which is informal in nature and not recorded. Verbal counseling should be conducted privately and in such a manner as to avoid embarrassment to the employee.

**1.3.** Disciplinary or adverse action will be taken; IAW Law, Government Wide Rule and Regulation, for just cause, for the efficiency of the service, and will be consistently applied in a fair and equitable manner.

#### **Section 2.0. Investigations:**

**2.1.** If the Employer conducts an investigation the investigation should include the following facets:

**2.1.1.** Employees who are alleged to have committed some offense will be interviewed and told that they are the subject of an investigation;

**2.1.2.** Signed statements should be obtained from any employees, management officials or others who are interviewed in the course of the investigation;

**2.1.3.** All employees being interviewed should be told the subject matter of the interview with as much specificity as possible;

**2.2.** Prior to beginning any questioning of any employee, the Employer will notify the employee that they are being questioned in regards to an investigation, inform the employee whether they're the subject of the investigation, and should inform the employee of their Weingarten Rights. If the employee reasonably believes that the questioning may result in disciplinary action against them, the employee may request Union representation. If representation is requested, no further questioning of the employee will take place until a representative has arrived and been allowed an opportunity to confer with the requesting employee.

**Section 3.0. Timeliness of Discipline:** If the Agency believes that disciplinary or adverse action is necessary, such action will be initiated in a timely manner after the offense was committed or made known to the Employer.

#### **Section 4.0 Alternative Discipline:**

**4.1.** Alternative forms of discipline are often of benefit to both the employee and the Employer. The objectives of alternative discipline include:

**4.1.1.** Improving communications and interpersonal working relationships between supervisors and employees;

**4.1.2.** Correcting behavioral problems;

**4.1.3.** Reducing the costs and delays inherent in traditional disciplinary actions; and

**4.1.4.** Decreasing the contentiousness between the parties.

**4.2.** The Employer elects to implement an Alternative Discipline program. The Union endorses this program. A description of the program follows:

**4.2.1.** Alternative Discipline (AD) is a form of alternative dispute resolution that can be used effectively to resolve, reduce, or even eliminate workplace disputes stemming from a situation where disciplinary action is appropriate. This alternative offers a more positive and less punitive tone to discipline, accelerates the healing process between the employee and supervisor, and rehabilitates employees for future Government service.

**4.2.2.** AD may be used when traditional discipline might call for a penalty of suspension without pay. Under AD, the supervisor and the employee must agree that a Letter in Lieu of Suspension is appropriate. The decision to use AD will only be made after appropriate due-process rights have been afforded the employee.

**4.2.3.** Before the Employer considers AD, the employee must acknowledge their wrongdoing and promise to modify their behavior. The employee must also waive any grievance or appeal rights. The Letter in Lieu of Suspension, if used, must contain the following information:

**4.2.3.1.** A description of the offense;

**4.2.3.2.** An Identification of the traditional discipline being replaced;

**4.2.3.3.** Reference to the employee's acknowledgment of Wrongdoing and promise to modify behavior;

**4.2.3.4.** Notice of the possible penalty for any subsequent offense;

**4.2.3.5.** A waiver of any appeal and/or grievance rights;

**4.2.3.6.** A statement that the AD is voluntarily entered into by the Parties involved;

**4.2.3.7.** Acknowledgment that the AD will be kept to support future actions (if necessary) for a period of three (3) years from the date of the current notice of proposed action; and

**4.2.3.8.** Signatures of the employee, supervisor, and representative (if appropriate).

**4.2.4.** The Letter in Lieu of Suspension will be maintained in the employee's Official Personnel File, with a copy maintained by the supervisor in the Supervisor's Employee Work Folder.

## **Section 5.0 Employee Responses to Proposed Disciplinary and Adverse Actions:**

**5.1.** IAW Government-wide Law, Rule and Regulation, an employee against whom a reprimand or suspension of less than fourteen (14) days is proposed is entitled to a reasonable amount of duty time, no less than five (5) hours for, to prepare and present an oral and/or written response.

**5.2.** IAW Government-wide Law, Rule and Regulation, an employee against whom a removal, suspension of Fourteen (14) or more days, Demotion or other Adverse Action is proposed is entitled to a reasonable amount of duty time, no less than one (1) duty day to prepare and present an oral and/or written response.

**Section 6.0. Requests for Time Extensions on Proposals:** The Employer will not deny a request for extension of the time to respond to proposals without good reason.

**Section 7.0. Medical Condition:** An employee who wishes consideration of any medical condition that may contribute to a problem shall be given a reasonable amount of time to furnish medical documentation IAW Law, Government Wide Rule and Regulation.

**Section 8.0. Off-Duty Misconduct:** In cases where a disciplinary or adverse action is proposed for reasons of off-duty misconduct, the Employer's proposed notice will also contain a statement of the nexus between the off-duty misconduct and the efficiency of the service. If the Employer amends the nexus statement, they will expeditiously notify the employee's representative (or the employee if unrepresented) of its intent to rely on a new nexus theory.

**Section 9.0. Agency Decision:** The Employer will arrive at any decision on disciplinary or adverse actions IAW Law, Government Wide Rule and Regulation.

**9.1.** The Employer shall consider the Douglas factors and document how each factor was considered.

**9.2.** The decision letter provided to the employee will specify the effective date of the action to be taken and the employee's grievance or appeal rights.

**9.3.** Upon request, the employee and/or his designated representative will be provided, in a timely manner, copies of all material that support issuance of the decision.

**Section 10.0. Appeal Rights:** The decision letter will specify the time period in which a grievance or Merit Systems Protection Board (MSPB) appeal may be filed. The decision may be grieved under the Negotiated Grievance Procedure or appealed to the MSPB, depending on the nature of the action, but not both. An employee shall be deemed to have exercised their option when they timely initiate an appeal to the MSPB, or file a grievance. The choice of the appeal forum is in-evocable.

**Section 11.0. Last Chance Agreements:** "Last Chance Agreements" refer to situations in which the Employer agrees to forgo taking a proposed disciplinary or adverse action against an employee in exchange for the employee's agreeing to conform to certain conduct expectations for a set period of time. The understanding is that if the employee does not meet his or her obligation under the agreement, then the Employer is free to reinstate the proposed disciplinary or adverse action. The probationary period called for in the Last Chance Agreement will not exceed one (1) year. However, a lesser length of time may be negotiated by the employee or his/her designated representative and the Agency.

**Section 12.0. Notice to Union:** The Employer agrees to notify the Union when a formal disciplinary action has been proposed against an employee of the Unit. This notification will normally come from the Labor Relations Officer to the Union President and identify the nature of the offense, action being taken and work center of the employee involved.

**ARTICLE 35**  
**CONTRACTING**  
**OUT/PRIVATIZATION**

**Section 1.0 General:**

1.1. The provisions of this Article concern the out-sourcing/in-sourcing of work currently or previously performed by bargaining unit employees.

1.2. The Union and potentially affected employees will be notified by the Employer of Agency study of any work for out-sourcing IAW Law, Government Wide Rule and Regulation, and Agency guidance. In addition, the Employer will allow the Union to designate a representative to participate on the Employer's steering/working group. The Union representative will have access to correspondence from OMB, Agency headquarters, Agency component, and Agency subcomponent down to the local level regarding instructions from higher authority to conduct the cost study.

1.3. The Union shall be afforded regular opportunity to keep affected employees informed of progress of proceedings throughout in-sourcing and/or out-sourcing initiatives. The Union will consult with Manpower concerning any concerns about any proprietary information.

1.4. The Employer will request the Agency pursue Voluntary Early Retirement Authority (VERA) and Voluntary Separation Incentive Program (VSIP) authority from OPM. Request will be made as soon as its delineated bargaining unit employees will be impacted. If authorized by OPM and Agency, the Employer will offer VERA/VSIP prior to any reduction in force. If there are more volunteers for VERANSIP than there are requirements, applicants will be approved based on seniority as defined by SCD Leave Date.

**Section 2.0. Agency Inventories:** Upon request the Employer agrees to provide the Union the civilian unit manning document (UMD), to include inherently governmental/commercial activity codes, in electronic Excel spread sheet format. The Union acknowledges and agrees the data is for Official Use Only (FOUO).

**Section 3.0. Preliminary Planning:** The Employer agrees to afford the Union representative the same training other steering/working group members receive, If the training is accomplished with internal Agency resources there will be no tuition cost to the Union, If external resources are utilized and the course cost is fixed there will be no tuition cost to the Union; if pricing is per student, the Union will foot their tuition cost If travel outside the local area is required, the Union will incur the cost for their attendance, The Employer agrees to afford administrative leave to the Union representative for travel and attendance,

#### **Section 4.0. Competition Start Dates:**

**4.1.** The Employer will provide the affected employees notification of formal announcements of each OMB Circular A-76 competition or other out-sourcing initiatives NLT concurrent with the public announcement date, The notification will include, however not necessarily be limited to information JAW OMB Circular A-76 and any other Law, Government Wide Rule and Regulation,

**4.2.** The Employer agrees the Union will appoint a representative to serve on every Performance Work Statement (PWS) and Most Effective Organization (MEO) team formed under OMB Circular A-76 or teams formed under other out-sourcing initiatives, The Employer will train employee team participants concerning their duties and obligations under all Laws, Rules, and Regulations, The Union's representatives to these teams will be considered full members of these teams and may not be removed from the teams or excluded from any activities of the teams, without good cause,

**4.3.** Upon request the Employer will provide the Union, copies and drafts of pertinent data used in cost studies not available in groups and/or teams inherent to the process,

#### **Section 5.0. Competition End Dates**

**5.1.** Upon decision of a study which will adversely affect bargaining unit employees, the servicing Civilian Personnel Office will suspend hiring for all vacancies for which affected employees may be qualified. When making decisions on assignments to training which could qualify employees for vacancies, the Employer shall give priority consideration to employees who would be adversely affected by any out sourcing initiative.

**5.2.** Upon request the Employer agrees to provide the Union copies of all supporting documentation on bids they possess in the course of normal business, not prohibited by law.

**Section 6.0. Direct Conversions:** If the Employer decides to directly convert to the private sector the performance of any work currently or last performed by bargaining unit employees, then the Employer will notify the affected employees and the Union as soon as possible however NLT five (5) business days after the solicitation date. The Union will be allowed twenty (20) business days to submit alternatives to the conversion to the Employer. The Employer agrees to consider these alternatives and provide a response to the Union within ten (10) business days.

## ARTILCE36 REDUCTION IN FORCE

**Section 1.0. General:** Reduction In Force (RIF) will comply with all government-wide

regulations.

**Section 2.0. Information To Be Provided To The Union:** The Employer will notify as far in advance as authorized and keep the Union updated on any potential or actual reduction in force. The information to be provided to the Union will include:

- 2.1. The specific reasons why the Employer is considering a RIF;
- 2.2. The competitive mea(s) in which the RIF may affect;
- 2.3. The competitive level(s) that may be affected;
- 2.4. The number(s) and work location(s) of employees that may be affected;
- 2.5. The potential effective date;

Section 3.0. Information Provided to Employees:

3.1. If early retirement or buy-out opportunities are offered to employees prior to the issuance of RIF notices, the Employer will provide a briefing(s) for employees. A representative of the Union will be invited to attend these briefings, and will be given opportunity at the conclusion of the briefing to speak with the employees privately.

3.2. When specific RIF notices are distributed, the Employer will provide a briefing(s) for the affected employees to explain the RIF process and employee entitlements. A representative of the Union will be invited to attend these briefings, and will be given an opportunity at the conclusion of the briefing to speak with the employees privately.

Section 4.0. Furloughs: If the Employer places an employee(s) on furlough for more than 30 days in a RIF, the employee will have, to the maximum extent possible, the option to serve the furlough on a discontinuous or continuous basis, so as to qualify for unemployment compensation.

Section 5.0. Employee Personnel Records: As far in advance as possible of an anticipated RIF, the Employer will notify employees of the need to review their personnel records and ensure that these records are complete and accurate. The Employer will expeditiously resolve any discrepancies raised by the employee.

Section 6.0 Use of Vacant Positions:

6.1. Filling Vacancies: In order to minimize displacement actions that would result from a reduction in force, the Employer will be diligent in searching for placement opportunities and making valid job offers to employees who would otherwise be released from competitive level or Federal service.

6.2. Restricting Hiring: The Employer agrees the servicing Civilian Personnel Section will continue the past practice of stock piling (freezing and not filling through outside hiring or through

promotion) any vacant positions in bargaining units represented by the Union as early and to the maximum extent possible, as long as there are employees potentially facing separation in a RIF who are qualified to fill those positions.

6.3. **Waiving Qualifications:** The Employer should waive non mandatory qualifications in order to place employees who are affected by the RIF in continuing positions.

**Section 7.0. Competitive Area:** The competitive area shall be and include all appropriated fund positions represented by AFGE Local 1836.

## **Section 8.0. Services to Employees Affected in a IUF**

### **8.1. Placement Offers:**

8.1.1. Employees who receive local job offers will have three (3) business days to respond as to whether they will accept or decline the offer.

8.1.2. Relocation of employees, occurring as a result of any action under the RIF, will be deemed in the best interest of the government and such employees will be provided with relocation time, reimbursement, and all other benefits provided by law, rule, regulation.

8.2. **Employment outside the Agency:** Those employees who cannot be placed within the Agency will receive aggressive assistance in finding employment outside the Agency, whether in another Federal agency, a State or local government, or the private sector including:

8.2.1. Resume writing counseling;

8.2.2. Coaching in job search and counseling on interview techniques;

8.2.3. Reasonable duty time to apply for jobs and attend job interviews.

**Section 9.0. Transfer of Function:** When the Agency determines that a Transfer of Function is necessary, the Employer will inform the Union as far in advance as practicable, giving the reason for the action, the approximate numbers, types, and geographic location of the positions to be affected, and the approximate date of the action. At that time, the Union may initiate bargaining in accordance with the provisions of this agreement on Mid Term Bargaining.

**Section 10.0. Additional Negotiations:** Nothing in this Article will prevent the Union from initiating additional negotiations when a reduction in force or transfer of function is announced.

## **ARTICLE 37 Human Rights and Fair Practices**

**Section 1.0. Policy:** The Parties affirm their commitment to the policy of providing equal

employment opportunity (EEO) to all employees IAW Law, Government Wide Rule and Regulation.

**Section 2.0. Participation in EEO and Affirmative Employment Programs:**

**2.1.** Within sixty (60) days of the effective date of this Agreement the Employer will provide the Union with a list of the Agencies' guidance concerning EEO and Affirmative Employment affecting BUEs.

**2.2.** The Parties agree information sharing and discussion will take place at the local level, concerning EEO and Affirmative Employment Programs.

**2.3.** The Employer's EEO plans shall be consistent with EEOC Guidelines for Affirmative Employment Plans and Model EEO Programs, and comply with Law, Government Wide Rule and Regulation and applicable Agency guidance.

**Section 3.0. Information and Data:**

**3.1.** The Employer shall make available to employees; information describing the Employer's EEO programs, the Affirmative Employment Plan, and the EEO complaint process.

**3. 2.** The Employer shall notify the Union of any action items and action plans affecting BUEs as a result of self-assessments.

**Section 4.0. EEO Counselors:**

**4.1.** The number of collateral duty EEO counselors will be determined by the Employer EEO Director. The Employer shall formally solicit nominations for collateral EEO Counselors as required. Union affiliation will not be a disqualifying factor for appointment.

**4.2.** Employees may choose from available EEO counselors to pursue their complaints.

**4.3.** The Employer will provide employees with a place to meet privately with EEO counselors.

**Section 5.0. Discrimination Complaints:**

**5.1.** An employee who believes they have been discriminated against, or suffered reprisal for engaging in EEO activity must contact an EEO counselor within 45 calendar days of the date of the alleged discrimination, or when the employee was made aware of the alleged discrimination. A formal EEO complaint or grievance must be filed within 15 calendar days of receipt of the notice of the right to file from the EEO counselor.

**5.2.** The Union may file a group grievance on behalf of employees who allege they have been or are being adversely affected by a personnel management policy or practice that discriminates against the group. A grievance concerning a continuing practice or condition, including matter involving discrimination, may be presented at any time.

**5.3.** Union officials representing employees in EEO complaints or grievances will have prompt access, subject to applicable EEO procedures, to copies of the EEO Counselor's Report, Investigative Reports, and the personnel records of the complainant.

**5.4.** Discrimination based on marital status, sexual orientation, parental status, or political affiliation, aren't covered under the Federal EEO process; however may be grieved through the Negotiated Grievance Procedure.

### **Section 6.0. EEO Complaint Elections:**

**6.1.** Employees with complaints of discrimination may elect to have their complaints resolved by using either the negotiated grievance procedure or the statutory complaint process, but not both.

**6.2.** An employee shall be deemed to have made an election under either the statutory procedure or the negotiated grievance procedure at such time as the complainant files a written grievance or files a formal written complaint under the statutory EEO complaint procedure, whichever comes first.

**6.3.** A mixed case is a complaint of discrimination that may be filed as an EEO complaint or as matter that can be appealed to the MSPB. An employee may not file a mixed case complaint under the Employer's EEO procedures and an MSPB appeal on the same matter. Whichever is filed first shall be considered an election to proceed in that forum.

**6.4.** At the conclusion of the informal interview process, the EEO counselor shall inform employees in writing of their right to file a grievance, an EEO complaint, or an appeal to MSPB (where applicable) with a written description of the procedures and the time limits for each option.

### **Section 7.0. Reasonable Accommodations:**

**7.1.** The Employer is committed to affirmative action for the employment, placement, and advancement of qualified individuals with disabilities and disabled veterans.

**7.2.** The Employer will respond to an employee's request for reasonable accommodation expeditiously with their decision. If approved, the Employer will provide the estimated time frame for implementation. If the request is denied, the reason(s) for the denial will be provided to the employee, or their representative in writing

**7.3.** "An individual with a disability" is defined for purposes of this Agreement as one who:

**7.3.1.** Has a physical or mental impairment which substantially limits one or more of such person's major life activities;

**7.3.2.** Has a record of such impairment;

**7.3.3.** Is regarded as having such an impairment;

**7.3.4.** Has a temporary disabling condition, which includes, but is not limited to pregnancy

**7.4.** For employees with disabilities, job restructuring is one of the means by which some qualified workers with disabilities can be accommodated. Job restructuring does not alter the essential functions of the job; rather, changes made are those which enable the person to perform essential functions.

**7.5.** Based on mission requirements, the Employer will be as liberal as possible in granting leave to accommodate an employee's disabling conditions.

**7.6.** An employee will be provided assistive technology (e.g. CAP) when it is determined that the use of the technology is necessary to perform official duties. Personal items (e.g. hearing aids, eye glasses, etc.) are not included.

**7.7.** The Employer affirms its commitment to a work environment that is free of architectural barriers. Parking benefits and privileges will not be unreasonably denied to individuals with disabilities.

**7.8.** Pregnancy: Employees who are pregnant may request accommodation.

## **Section 8.0. Sexual Harassment**

**8.1.** Sexual harassment is a form of sex discrimination which undermines the integrity of the employment relationship and adversely affects employee opportunity. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual behavior. The Employer will provide a work atmosphere free from sexual harassment and make available to employees the Employer's sexual harassment policy routinely

**8.2.** Verbal, physical or visual conduct may constitute sexual harassment. Employees who are sexually harassed by supervisors, superiors, co-workers, or non-employees in the Employer's facilities, should make it clear that such behavior is offensive and report the harassment to the appropriate level. The Employer shall treat allegations as confidential.

**8.3.** Where a grievance under this Article is taken to arbitration, the arbitration hearing will, upon request of any party, be held as a closed hearing.

## **Section 9.0. Information and Notice to Union and Employees:**

**9.1.** Upon request, the Employer will provide the number and type of EEO complaints and their status.

**9.2.** The Union will be notified of and provided with an opportunity to be present in any formal discussion that potentially will affect the terms and conditions of employment in the processing of any EEO complaint, unless an employee articulates a desire for the Union not to be present by explaining what statutory rights would be violated. The Employer will notify the Union as far in advance of the formal discussion as possible and inform them of the nature of the discussion; e.g., type of complaint, etc.

ARTICLE38  
DEFINITION  
S

Accrued Leave: Is leave earned by an employee during the current leave year that is unused at any given time in that year.

Accumulated leave: Unused leave remaining to the credit of an employee at the beginning of a leave year.

Adverse Agency Impact: Condition for which the Agency may cancel an alternative work schedule, or exclude some positions or employees from any particular alternative work schedule. Adverse agency impact means a reduction of the productivity, a diminished level of services furnished to the public, or an increase in the cost of operations (other than a reasonable administrative costs relating to the process of establishing a flexible or compressed schedule).

Alternative work schedule (AWS): Both flexible and compressed work schedules

Adverse action: A removal, suspension, furlough for 30 days or less, or reduction in grade or pay. These actions don't include those resulting from reduction in force. Adverse actions may or may not be for disciplinary reasons.

Accommodation: Reasonable accommodation as outlined in 29 CFR 1613.704.

Basic work requirement: Number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off or time off as an award. For full-time employees, the basic work requirement is 80 hours per biweekly pay period. A part-time employee's basic work requirement is the number of hours the employee is scheduled to work in a biweekly pay period.

Compressed Work Schedule (CWS): 80-hour biweekly basic work requirement that is scheduled by the Agency for less than 10 workdays

Core Hours: Time periods during the workday, workweek or pay period that are within the tour of duty during which an employee covered by a flexible work schedule is required to be present for work.

Credit Hours: Hours within a flexible work schedule which are approved in excess of an employee's basic work requirement to vary the length of a workweek or a workday and which the employee elects to work in lieu of overtime.

Computation of Time: The first day of counting will be the day after the day of the act or event.

If the last day in the count is a Saturday, Sunday, a legal holiday, a day other than a legal holiday when the employer's office is closed, or a day in which an unscheduled leave policy is in effect due to inclement weather, that day shall not be counted, and the last day will be the next regular work day.

**Disciplinary action:** An action management takes to correct an employee's delinquency or misconduct. Included are oral admonishments and reprimands that will be documented in the employee's SEWF, suspensions, removals and, in some cases, reductions in grade or pay. Except for oral admonishments and reprimands, these disciplinary actions are also adverse actions.

**Detail:** Temporary assignment of an employee to a different position or to a different set of duties for a specified period, with the employee returning to their regular duties at the end of the detail, as the employee continues to be the incumbent of the position from which detailed.

**Family member:** The following relatives of the employee;

1. Spouse and parents thereof;
2. Children, including adopted children and spouses thereof;
3. Parents;
4. Brothers and sisters, and spouses thereof; and
5. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

**Flexible Band:** Time period before or after the core hour period in which the employee may adjust their start and/or stop time.

**Flexitour:** A schedule in which an employee is allowed to select beginning and stopping times within the flexible hours. Once selected, the hours are fixed until the agency provides the opportunity to select different starting and stopping hours.

**Furlough:** A non-disciplinary action placing an employee in a temporary non-duty and non-pay status because of lack of work or funds or for other non-disciplinary reasons. A furlough is an adverse action if it is for a period of 30 calendar days or less. A furlough for more than 30 calendar days is a reduction-in-force action covered by 5 CFR Part 351.

**Gliding Schedule:** A schedule in which a full-time employee has a basic work requirement of 8 hours in each day and 40 hours in each week. The employee may select a starting and stopping time each day, and may change starting and stopping times daily within the established flexible hours.

**Indefinite Suspension:** The placing of an employee in a temporary status without duties or pay pending investigation, inquiry, or further agency action. The indefinite suspension continues for an indeterminate period of time and ends with the occurrence of the pending conditions set forth in the decision letter.

**Leave Year:** The period beginning with the first day of the first complete pay period in a calendar year and ending with the day immediately before the first day of the first complete pay period in the following calendar year.

**Maxiflex Schedule:** A work schedule that contains core hours on fewer than 10 workdays in the biweekly pay period in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period. The employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established for the organization.

**Medical Certificate:** A written statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, examination, or treatment, or to the period of disability while the patient was receiving professional treatment.

**Medical Condition:** A health impairment which results from injury or disease, including psychiatric disease.

**Medical Documentation or Documentation of a Medical Condition:** A statement from a licensed physician or other appropriate practitioner who provides information the Agency considers necessary to enable it to make an employment decision. To be acceptable, the diagnosis or clinical impression must be justified according to established diagnostic criteria and the conclusions and recommendations must not be inconsistent with generally accepted professional standards. The determination that the diagnosis meets these criteria is made by or in coordination with a physician, or if appropriate, a practitioner of the same discipline as the one who issued the statement.

**Medical Standard:** A written description of the medical requirements for a particular occupation based on a determination that a certain level of fitness or health status is required for successful performance.

**Oral Admonishment:** A disciplinary discussion, documented in the supervisor's employee work folder (SEWF), initiated by a management official who has authority to discipline the employee.

**Physician:** A licensed Doctor of Medicine or Doctor of Osteopathy, or a physician who is serving on active duty in the uniformed service to conduct examinations.

**Practitioner:** A person providing health services who is not a medical doctor, but who is certified by a national organization and licensed by a State to provide the service in question.

**Removal:** An involuntary separation from federal service which terminates the employer-employee relationship.

**Reprimand:** A formal disciplinary letter, maintained in the employee's official personnel folder (OPF) for a period of two years, issued to an employee by a management official who has authority to discipline the employee.

**Reassignment:** A change from one position to another, without promotion or demotion, while the

employee is serving continuously within the same Agency

**Suspension:** An action placing an employee, for disciplinary reasons, in a temporary status without duties and pay. A suspension is a disciplinary action and an adverse action.

**To The Maximum Extent Possible:** To the extent that the action does not cause mission degradation.

**Telework:** An employee performing assigned duties at a location other than the official duty station. Such an alternative duty station (ADS) can include a government or private Telework Center, or the employee's home.

**Variable Day Schedule:** A work schedule containing core hours on each workday in the week in which a full-time employee has a basic work requirement of 40 hours in each week of a biweekly pay period. However, the employee may vary the number of hours on a given workday within the limits established for the organization.

**Variable Workweek Schedule:** A work schedule containing core hours on each workday in the biweekly pay period in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period, The employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established for the organization.