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ARTICLE 1

MEMORANDUM OF AGREEMENT

Section 1. This Labor-Management Agreement is based on the exclusive recognition granted to the American Federation of Government Employees, Local 1113 which is referred to in this agreement as the union. In this agreement, employees means bargaining unit employees for whom the union is the exclusive representative. The employer means all those activities service by the Selfridge Civilian Personnel Flight (CPF) which are located at Tyndall AFB Florida.

Section 2. Experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and the public interest demands the highest standards of employee performance; and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance; and the efficient accomplishment of the operations of the Government. Therefore, labor organizations and collective bargaining in the civil service are in the public interest.

ARTICLE 2

GOVERNING LAWS AND REGULATIONS

Section 1. In the administration of all matters covered by the agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities; by published agency policies and regulations in existence at the time the agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher level.

Section 2. Nothing in this agreement is intended to be in any way contrary to law or government wide regulation. In the event that the agreement is in conflict with agency regulation(s) this contract will prevail.

ARTICLE 3

DEFINITIONS

Section 1. The following definitions of terms used in this agreement shall apply:

a. **NEGOTIATION:** Bargaining by representatives of the employer and the union on appropriate issues relating to terms of employment, working conditions, and personnel policies and practices, with the view of arriving at a formal agreement.

b. **IMPASSE:** Failure or inability of the negotiating parties to reach agreement on one or more negotiable matters.

c. **EMERGENCY SITUATION:** A situation which poses sudden immediate, unusual, or unforeseen circumstances.

d. **SUPPLEMENTS:** Additional articles negotiated during the term of the basic agreement, to cover matters not covered by the basic agreement.

e. **STATUTE:** 5 USC Chapter 71.

f. **JOINT MEETINGS:** Meetings which are held between representatives of the union and employer for communication and exchange of views with the interest of agreeing on matters of mutual interest.

g. **CONDITIONS OF EMPLOYMENT:** Means personnel policies, practices, and matters, whether established by rule, regulations, or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters:

(1) relating to political activities prohibited under 5 USC Chapter 73 Subchapter III;

(2) relating to the classification of any position; or

(3) to the extent such matters are specifically provided for by federal statute.

h. **UNION OFFICIALS:** Accredited national representatives of the union, elected officers of the union, stewards appointed by the union, and representatives appointed by the union to carry out functions authorized by this agreement.

i. The above authorities are available at www.opm.gov.

ARTICLE 4

RECOGNITION AND UNIT

Section 1. The employer recognizes the union as the exclusive bargaining agent of all employees in the unit as defined in Section 2 below.

Section 2. EMPLOYEES COVERED: The unit to which this agreement is applicable is composed of all eligible non-professional civilian employees, Title 5 Air National Guard employees of the First Air Force, the 701 Air Defense Squadron, the 702 Computer Systems Squadron, and the Southeast Air Defense Sector at Tyndall AFB Florida and serviced by the 127th Wing Central Civilian Personnel Flight, Selfridge ANG Base, Michigan.

Section 3. EXCLUSIONS: The following are excluded from the unit: management officials, professional employees, confidential employees, supervisors, and employees engaged in federal personnel work other than a purely clerical capacity, temporary employees serving in time limited appointments not to exceed 1 year.

ARTICLE 5

RIGHTS OF EMPLOYER

Section 1. RETAINED MANAGEMENT RIGHTS: Management officials of the employer retain the right:

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

b. In accordance with applicable laws:

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

(3) With respect to filling positions, to make selections for appointments from:

(a) Among properly ranked and certified candidates for promotion; or

(b) Any other appropriate source; and

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

Section 2. ADDITIONAL RIGHTS AND OBLIGATIONS OF MANAGEMENT: In prescribing regulations relating to personnel policies, practices, and conditions of employment, the employer shall have due regard for the obligations imposed by 5 USC Chapter 71. However, the employer and the union may negotiate:

a. The employer through partnership may discuss the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work as appropriate.

b. Procedures which management officials of the agency will observe in exercising any authority under the statute, or

c. Appropriate arrangement for employees adversely affected by the exercise of any authority under the statute by such management officials.

SECTION 3. IMPACT OF EXECUTIVE ORDER 12871, Labor Management Partnerships: It is recognized that the President has directed the parties to negotiate over the permissive subjects of bargaining outlined in 5 USC 7106(b)(1).

ARTICLE 6

UNION RIGHTS AND REPRESENTATION

Section 1. RECOGNITION: The employer recognizes that the union has the exclusive right to represent all employees in the unit in negotiations and joint meetings with the employer with regard to all matters affecting the conditions of employment.

a. The employer agrees to respect the rights of the union and to negotiate with the union on such matters, and further agrees to negotiate with the union regarding formulation of final policy for implementation of changes in conditions of employment of unit employees.

b. The union may propose changes in policy or methods to resolve problems for consideration by management. The union has the right to be present at formal discussions or meetings between management and unit employees concerning conditions of employment. Joint meetings for this purpose may be requested either by the union or the employer. Representation will occur at the lowest level at which a matter can be resolved. Normally the lowest level management official and union official with authority to act would serve as points of contact. Problems may be elevated to higher-level officials if the parties feel resolution of a matter is outside their jurisdiction.

c. The employer will recognize all union officials. The union may post a list of union officials on the official bulletin boards.

d. The employer will recognize officials of the AFGE National Office. The union shall provide notice to the employer of visits or representations to be made by officials of the National Office.

Section 2. SCOPE OF JOINT MEETINGS: Matters appropriate for joint meetings are the same as those reflected for negotiations. Including, but not limited to such matters, the employer will meet jointly with the union in a timely manner with regards to:

a. Resolving a problem concerning the working environment.

b. Resolving an employee(s) dissatisfaction(s) including grievances, appeals, and unfair labor practices.

c. Administering the agreement.

d. Formal discussions between management and employees or employee representatives concerning grievances, personnel policies, and practices, or other matters affecting the general working conditions of employees in the unit and informal discussions with an employee(s) on such matters when requested by the employee(s).

e. Negotiating a new or change in policy.

The employer agrees to brief the union prior to implementing or changing any policy or program pertaining to matters which are regulatory and affect conditions of employment.

Such briefing shall specifically reflect the impact on the work force and any policy supplementing such regulatory matters shall be negotiated.

Section 3. ACTIVITY LEVEL PARTNERSHIP COUNCIL
PROCEDURES: The following procedures apply:

a. Normally, the employer and the union shall each designate no more than three representatives to participate in meetings. The council shall meet each month at a mutually acceptable location if there are agenda items to discuss be readily agreed to may be submitted for negotiation in accordance with negotiation procedures established in this agreement. Meetings will be conducted during regular duty hours with union officials authorized official time without loss of leave or pay if otherwise in a duty status. Emergency meetings will be arranged at the convenience of both parties involved as soon as possible after a request by either party is received, and such request shall indicate the item(s) for discussion. Mutually agreed to bylaws shall govern the conduct of all meetings.

b. Executive Committee Meeting: Meetings between the Executive Committee of the union and the 1st Air Force Commander or his designated representative shall be scheduled as needed but not more often than quarterly. The purpose of such meetings will be to provide a vehicle to promote understanding of problems related to the Labor-Management Relations Program. The meetings will not be used to resolve individual grievances or complaints.

Section 4. REPRESENTATION: The union will be provided an opportunity to be represented at any formal discussion between one or more representatives of the employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment. A meeting requested by either the union or employer, or a meeting or joint meeting prescribed by agency/ activity policy or this agreement, shall be considered a formal discussion and the union shall be notified in advance of

such a meeting and of its opportunity to be represented.

a. Union initiated proposals for a new policy or changes in established activity policies or regulations, or resolution of a problem(s) will be presented to the 1st Air Force Commander or his designated representative. Such proposals initiated by the employer shall be presented to the union president or his designee.

b. New or changed policy proposals which can be agreed to in joint meetings shall be signed by the union president and the employer for their respective organizations. Proposals which cannot be readily agreed to may be negotiated in consonance with the article on negotiation in this agreement.

c. The parties recognize the right of the union to submit proposals or views directly to the agency head for consideration when changes in agency procedures are proposed by the agency.

d. The union has the right to represent an employee or a group of employees in presenting complaints, grievances, or appeals upon request of the employee(s).

e. The union shall be allowed up to twenty four (24) hours to provide a representative. The representative shall be permitted to present the views of the union during the discussions.

Section 5. STEWARDSHIP: The union may designate stewards in the various organizations having employees in the bargaining unit. The union shall be authorized up to three stewards for the unit. Upon request of either the supervisor or steward, the parties will discuss items of concern in the application of this agreement to avoid misunderstanding and to deter disagreements from either party. The union will furnish a listing of elected officials and stewards to the employer. The listing will be updated as changes occur. Official time will be granted stewards to represent employees.

Section 6. The union will be allowed to staff the union office with one union steward up to four (4) hours per week per steward on a rotational basis. The steward will perform representational functions during this time period to the extent possible. Schedules showing the proposed staffing will be prepared monthly and will be provided to appropriate supervisors for planning purposes prior to finalization. Schedule adjustments will be made, if required, based on supervisory input.

Union stewards desiring release to perform representational functions must first obtain permission from their supervisor. The supervisor will be provided the location and how the union representative may be reached if an emergency occurs or if recall becomes necessary. The anticipated time of departure and return to the work site will also be provided. Should it be necessary to disapprove the union stewards' request, another time will be established for the function. However, permission will normally be granted within one workday. If the representational matter involves contact with another employee(s) (in the investigation of grievances), the union steward must first obtain permission from the employees immediate supervisor for release. If the employee cannot be released at the time requested, another time normally within one workday will be scheduled. Union officials will report to the immediate supervisor and obtain their permission prior to entering the work area. The immediate supervisor will be informed when the union official returns to the duty section.

a. Reasonable time for discussions or joint meetings shall be that determined by both parties to effectively resolve a matter of concern or review, and/or evaluate a proposed policy change and formulate a recommendation.

b. Reasonable time for receiving, investigating, preparing and presenting a complaint, grievance or appeal must necessarily depend on the facts and circumstances of each case, e.g., the number and nature of the allegations, the number and complexity of the supporting specifics, the volume of the supporting evidence, availability of documents, witnesses and similar considerations. In consonance with the above, union representatives shall guard against using time unnecessarily. The above provisions will be liberally construed in order to effect the purposes of this article.

Section 7. INTERNAL UNION BUSINESS: It is agreed that internal union business such as soliciting membership, collecting dues, electing officers, attending union meetings, and posting or distributing union literature will be conducted during the non-duty hours of the employees involved.

Section 8. RESTRAINT: There shall be no restraint, coercion, or discrimination against any union official because of the performance of duties in consonance with this agreement and 5 USC Chapter 71, or against any employee for filing a complaint or acting as a witness under this agreement, 5 USC Chapter 71 or applicable regulations.

ARTICLE 7

RIGHTS OF EMPLOYEES

Section 1. UNION MEMBERSHIP: Employees in the unit shall be protected in exercise of their right, freely and without fear of penalty or reprisal, to form, join, and assist a...11 employee organization, or to refrain from such activity. This agreement does not prevent any employee, regardless of employee organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or Air Force policies, or from choosing his/her own representative in a statutory appeal action.

Nothing in this agreement shall abrogate any employee right or require an employee to become or to remain a member of a labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The employer shall not discipline or otherwise "discriminate" against any employee because he/she has filed a complaint or given testimony under 5 USC Chapter 71, the grievance procedure, or any other available procedure for redressing wrongs to an employee.

Section 2. INFORMING EMPLOYEES: The employer shall take such action consistent with law or regulation as may be required, in order to inform employees of their rights and obligations, as prescribed in 5 USC Chapter 71, and this article.

Section 3. ACCOUNTABILITY: An employee is accountable only for the performance of official duties and compliance with standards of conduct for federal employees. Within this context, the employer affirms the right of an employee to conduct their private life as he/ she deems fit without being required to report to the employer on such activities, except where the conduct violates law, Executive Order or regulation.

ARTICLE 8

HOURS OF WORK AND TOURS OF DUTY

Section 1. The following provisions govern the establishment of alternate work schedules (AWS) for bargaining unit employees.

a. **PHILOSOPHY.** Mission accomplishment is the primary concern in scheduling work. Individual preferences for work schedules are secondary. Alternate work schedules (AWS) can enhance mission effectiveness and employee morale in certain organizational settings.

b. **POLICY.** The following policies will apply to all AWS established for units described in Article 4.

(1) The opportunity to participate in an AWS program will be extended on a voluntary basis. No employee will be required to participate in an AWS plan.

(2) Employees who choose to participate in AWS will normally remain on the plan elected for a minimum period of 60 days. A good faith attempt will be made to accommodate individual requests for change as an exception to this rule on a case-by-case basis.

(3) Management reserves the right to terminate an AWS schedule normally upon two weeks written notice to affected employees outlining the reasons for changes. A copy of the notice will be furnished to the union. Under emergency conditions employees will be notified as soon as possible. Such terminations will be grievable under the negotiated grievance procedure.

(4) Credit hours may be earned upon approval by the supervisor for employees on flexitime schedules. The use of credit hours requires the same supervisory approval as annual leave. When an employee is no longer subject to a flexible schedule program, the employee must be paid for accumulated credit hours at the employee's current rate of pay.

(5) Employees may be disqualified from participation in AWS for abuse. The length of disqualification will vary depending upon circumstances.

An employee who is disqualified from the program may apply for reinstatement, after sixty (60) days, in a probationary status.

Abuse may result in formal disciplinary action. Actions taken may be grieved under the negotiated grievance procedure.

Section 2. The hours of work and the basic workweek shall be established by the employer. Required uncommon tours of duty be established in accordance with appropriate regulations. Uncommon tours of duty may be established when necessary for efficient operations or when cost of operations can thus be reduced without undue hardships on employees. When establishing uncommon tours of duty, the employer agrees to make every reasonable effort to provide for two (2) consecutive days off in the seven (7) day workweek. The employer agrees to seriously consider justifiable requests by employees for different hours of work. Such requests should be submitted to the appropriate commander.

Section 3. Employees will be notified and work schedules posted as far in advance as possible.

Section 4. Assignment to the same tour of duty and the same daily hours of work will normally be for a minimum of two (2) weeks. Normally, frequent changes, particularly from day to night work, must be kept to a minimum.

Section 5. CHANGE IN SHIFT HOURS: Shift hours may be changed by the supervisor because of mission requirements or to permit an employee to participate in grievances, appeals, official hearings, investigations, and official training.

Section 6. Short rest periods during the daily tour of duty, not to exceed fifteen (15) minutes in each four (4) hours of scheduled work, will be granted if employees are not free to take short breaks as needed and when one or more of the following conditions are met:

- a. Protecting employees' health by relief from hazardous work or work which requires continual or considerable physical exertion.
- b. Reduction of accident rate by removal of the fatigue potential.
- c. Working in confined spaces or in areas where normal personnel activities are restricted.
- d. Possible increase in or maintenance of high quality or quantity production attributable to rest periods.

Rest periods may not, under any circumstances, be immediately prior to or continuation of the lunch period, and they may not be granted immediately after the beginning of the workday or prior to quitting time, nor shall they be accumulative.

ARTICLE 9

OVERTIME WORK

Section 1. The union agrees that the administration of any necessary overtime work including nature of work, the need for specific skills, the priority of productive or support effort, and the number of employees required, is solely a function of management. As a general rule, first consideration for overtime shall be given to those employees who are currently assigned to the job. Second consideration will be given to those other employees in the skill area who are best qualified to do the job where the overtime is required. In keeping with these two considerations, overtime work will be accomplished by volunteers in the appropriate skills required, as far as practicable.

Section 2. Records showing the overtime distribution shall be maintained, and all employees to the extent practical shall have an equal opportunity to share in the overtime unless an employee indicates unwillingness to perform overtime duties. Overtime records will be readily available for review by employees or the union. In the event an employee does not desire to work overtime, the employer shall make every effort to accommodate the employee's request to be excused from overtime work provided that another qualified employee is available for the overtime.

Section 3. Employees assigned to overtime work will be given as much advance notice as possible.

Section 4. Employees who are required to work overtime in excess of four (4) hours shall be allowed a one half (1/2) hour meal period without compensation in accordance with applicable regulations. The meal period is to be taken as close to the midpoint of the overtime assignment as possible.

Section 5. Unit employees will be compensated for overtime worked to the extent allowed by law. No unit employee will be required to work without either being paid for overtime or granted compensatory time off. All directed overtime hours worked by wage board employees shall be paid for in accordance with applicable overtime pay regulations. Classification Act employees whose basic rate of compensation does not exceed the maximum rate for GS-10 will not be required to take compensatory time off in lieu of overtime pay unless they request it.

Section 6. Normally incidental duties which are directly related with the performance of a job, such as obtaining and replacing work tools or material, under-going inspections and similar tasks will be made a part of the regularly scheduled workday. When this is not possible, any such directed assignments will be governed by the regulations and the provisions of this agreement governing overtime.

Section 7. Management will to the extent possible schedule travel time for unit employees during regular duty hours on regular workdays. Unit employees will be paid for travel during regular duty hours on non-duty days to the extent allowed by law and regulation.

ARTICLE 10

ANNUAL LEAVE

Section 1. Employees shall earn annual leave in accordance with applicable laws and regulations. An employee's request to take annual leave will be granted when he/ she has given their supervisor reasonable notice provided workload and manpower requirements are met. Request for annual leave for emergency reasons will be considered on an individual-case basis. When a request for annual leave has been denied, the employee will be notified of the reason for denial. Annual leave shall not be restricted to the extent that the employee forfeits earned leave except when emergency situations require such restriction.

Section 2. Annual leave will be administered on a uniform and equitable basis as outlined in appropriate laws and regulations. Supervisors will, not later than the first full pay period of each leave year, issue written notice to their employees asking for preferred leave requests to be submitted not later than 31 January of that leave year. The supervisor will identify in the notice any time periods during the leave year that employees may be restricted from taking leave due to workload requirements. The notice should also require employees to submit their first and second preferred leave requests for leave which shall be for at least 5 consecutive days. Upon receipt of the preferred leave request of employees, the supervisor will examine the requests for possible conflicts. If a conflict exists between two or more employees scheduled at the same time, supervisor will meet with the concerned employees in an effort to work out an acceptable compromise. If a compromise cannot be mutually agreed to, then the employee having the earliest service computation date will be given priority for the requested time. If seniority is used as a preference by the employee, it cannot be used the next year.

The supervisor will, no later than 1 March of the leave year make a signed posting of all scheduled leave for the entire leave year. Annual leave that has been requested and tentatively approved in advance, will not be canceled unless a valid work related emergency is identified and anticipated. For deaths in the employee's immediate family or other emergencies, except under unusual circumstances leave will be granted. In any event, when an employee's scheduled leave is canceled, a full written explanation will be furnished to the employee by the supervisor.

Projected annual leave postponed due to mission requirements will be rescheduled according to the employee's preference, mission requirements permitting.

Section 3. In case of death in the immediate family (parent, sister, brother, spouse, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, grandson, granddaughter, or grandparents) the employee may be granted up to 40 hours of annual leave at his/her request, if the employee has sufficient annual leave to his/her credit except in emergency situations and urgent work requirements can be met. Under unusual circumstances, additional annual leave may be granted if requested by employee. Leave without pay will be granted for any period which is not covered by annual leave.

Section 4. A voluntary leave transfer program will be established in accordance with applicable directives.

Section 5. A family leave program will be established in accordance with applicable directives.

ARTICLE 11

SICK LEAVE

Section 1. Employees shall earn and be granted sick leave in accordance with applicable laws and regulations. Approval of sick leave shall be granted to employees;

a. When they are incapacitated for the performance of their duties by sickness, injury, pregnancy and medical confinement;

b. When a member of an employee's immediate family is afflicted with a contagious disease which has been determined isolatable or quarantinable by public health authorities and which requires the care of the employee or when through direct exposure to contagious disease, the presence of the employee at his post of duty would jeopardize the health of others.

Approval of sick leave for prearranged medical, dental, or optical examinations shall be requested in advance. Sick leave absence because of illness, injury, or other circumstances of incapacity which cannot be anticipated in advance must be reported as soon as possible after the beginning of the illness but normally no later than 2 hours after the start of an employee's regular shift on the first working day of his absence.

Section 2. Sick leave of more than three (3) consecutive workdays must be supported by a medical certificate unless the employee was not attended by a physician. If the employee was not attended by a physician, the employee's certificate showing satisfactory evidence of incapacity may be accepted in lieu of a medical certificate. The certificate must cover all absence beyond the third workday and show that the employee was incapacitated for duty for the entire period covered by the certificate.

Section 3. Employees who because of accident or illness are released from duty by a base medical doctor shall not be required to furnish a medical certificate to substantiate sick leave for the day released from duty.

Section 4. Unearned sick leave not to exceed thirty (30) days in duration will normally be advanced to a career or career-conditional employee in clearly established cases of serious disabilities or illnesses provided:

a. The employee submits a written request through his/her supervisor to arrive in the Civilian Personnel Office prior to the expiration of all earned sick leave to his/her credit unless precluded or prevented by his disability or illness. The employee's request must be supported by a doctor's statement.

b. There is reasonable assurance that the employee will return to duty for a sufficient period of time to earn the sick leave that he/ she is advanced.

c. The employee will exhaust all earned sick leave he/ she has to his/her credit during the present disability or illness.

d. The employee has used all annual leave he/she may otherwise be required to forfeit.

e. The employee is currently not on sick leave restriction

ARTICLE 12

POSITION DESCRIPTION AND CLASSIFICATION

Section 1. INTENT: Each employee is entitled to a current and accurate position description stating the principal duties, responsibilities, and supervisory relationships in sufficient detail to provide the information necessary for proper classification. The phrase "other related duties as assigned" is defined to mean other tasks which are not listed in the position description but are related to the scope and performance of the duties of the position.

Section 2. POSITION DESCRIPTION: Copies of individual position descriptions of unit employees will be provided to union officials upon request. If an employee believes that his/her position description fails to reflect the actual duties performed, the matter should first be discussed with the supervisor. If agreement cannot be reached, the employee may file a grievance under the negotiated grievance procedure contained in this agreement. Both the supervisor and employee must agree that a position description is accurate before a classification appeal can be filed.

Section 3. CLASSIFICATION APPEALS: An employee may appeal the classification of his/her position at any time. If the position description is accurate, appeals are filed as follows:

- a. Wage Grade employee will first appeal through agency procedures and then to the Office of Personnel Management (OPM).
- b. General Schedule employees may at their option appeal either through agency procedure and then to OPM or may appeal directly to OPM.

Section 4. ADVERSE ACTION APPEALS: An employee who has been downgraded by reclassification may not appeal to the Merit Systems Protection Board (MSPB) if entitled to grade retention.

ARTICLE 13 FILLING

POSITIONS

Section 1. The employer and the union mutually agree that all vacancies are to be filled based on merit and qualifications in accordance with applicable law and regulation. When there is no under-representation in a category, unit employees will receive first consideration under merit promotion. Official record updates in conjunction with these upward mobility positions will not be processed after publication of the vacancy announcement.

Section 2. The qualification requirements, selective placement factors and promotion evaluation patterns (PEP) for each job filled shall be available to union officials and employees upon request. A unit employee or his/her representative may request the following information concerning a promotion action from the Selfridge CPF.

- a. Information concerning whether or not the employee was considered for promotion.
- b. If the employee was considered, whether or not his/her name was referred to the selecting supervisor. If the employee was not referred, the reason for non-referral will be given.
- c. The name of whom was selected. No further information may be disclosed.
- d. An explanation of areas where employees may improve promotion potential for future vacancies.

Section 3. The union will be informed of all vacancies.

Section 4. UPWARD MOBILITY: The employer agrees to support Air Force policy that design, implement, and support developmental opportunities for lower grade civilian employees which will enable them to perform at their highest potential and productivity necessary to accomplish the Air Force mission.

- a. Definition: Upward mobility is a systematic management effort which focuses personnel policy and practices on the development and implementation of specific career opportunities for lower grade civilian employees in dead-end positions or occupational series which prevents their realizing their full work potential.

b. Program Provisions: The employer agrees to strive to achieve the full utilization and upward mobility for competitively selected lower grade employees whose performance, interest, work history, assessed potential, education, and vocational background can be matched with developmental opportunities related to mission needs.

c. Upward mobility opportunity will be available on a nondiscriminatory basis.

ARTICLE 14

DETAILS

Section 1. The employer may detail employees in accordance with pertinent directives when such action will relieve a temporary shortage of military or civilian personnel, or will enable more effective administration by permitting necessary flexibility in assigning the work force, or when otherwise authorized by applicable regulations.

Section 2. The employer agrees that details will not be used to avoid or substitute for other actions, such as promotion, change to lower grade, or reassignment.

Section 3. Details will be distributed among qualified employees with consideration being given to such factors as the character of the work, availability, organizational location of employees, and knowledge of the particular type of work involved. Supervisors are responsible for selecting employees for detail on an impartial basis; for informing them of details, the reasons for the detail, duties and estimated duration of the assignment; and for establishing proper controls to ensure details are recorded both on the AF Form 971 and in the official personnel folder if appropriate. Supervisors will ensure appropriate actions are taken to either extend or terminate details on a timely basis.

ARTICLE 15

REDUCTION-IN-FORCE

Section 1. The employer agrees to notify the union as soon as it is determined that one or more unit positions will be affected by reduction-in-force (RIF). Upon request, the employer will brief the union concerning expected impact on unit employees.

Section 2. UNION-MANAGEMENT COORDINATION: The union may propose procedures or appropriate arrangements to reduce the adverse impact on unit employees. Meetings with appropriate management officials may be scheduled as needed to define the scope of the reduction planned and to gather information on competitive areas, levels, and reasonable offers. Appropriate documents such as retention registers may be examined upon request.

Section 3. Management agrees that prior to the separation of one or more employees by RIF procedures, the union will be informed with respect to number and organization of position to be cancelled. The responsibilities outlined in Section 2, will consist of, but not limited to the following, if applicable:

- a. Competitive areas and level(s).
- b. Reasonable offer of position.
- c. Compliance with 5 USC Chapter 71, OPM and agency RIF procedures.
- d. Grade retention.
- e. Pay retention.
- f. Veterans' preference rights including those for veterans with service-connected disabilities of 30 percent or more.
- g. Examination of all applicable retention registers and examination of personnel office journal files of occupational categories and cross checking of the accuracy of registers.
- h. Identification of specific job numbers to be abolished and the orders received from higher headquarters requiring the RIF.

i. Establishment of what will constitute sufficient notice to employees of RIF action.

j. Review of job description and retention registers for accuracy.

k. Ensuring of retreat rights to a position once held.

l. Retirement of employees.

m. Use of vacant positions.

n. Use of restructured positions.

o. Qualifications for assignment to other positions.

Section 4. When major reorganizations or RIFs occur, the employer will request the OPM's approval to conduct discontinued service retirements for employees who may not necessarily be affected by RIF. A copy of such a letter will be forwarded to the union.

ARTICLE 16

TRAINING

Section 1. DETERMINATION: Although it is expected that personnel are basically qualified to perform their duties as a prerequisite to employment, the parties recognize the possible need for additional training, or retraining to assure development and career planning for employees and to maintain the competence of the work force.

Section 2. TRAINING PROGRAMS: The employer is responsible for establishing training programs to improve employee efficiency and to contribute to merit promotion from within the unit whenever practicable. In developing such programs, the employer agrees to consider the views of the union.

Section 3. ON-THE-JOB TRAINING: If an employee is required to train a new employee, his supervisor will provide, whenever necessary, additional help in his position to ensure that work production standards are maintained.

Section 4. SCHEDULING: It shall be a matter of interest and concern for the employer and the union that appropriate training courses, seminars, conferences, and meetings be scheduled, whenever possible, during work hours to allow the employees the opportunity to gain information, education, and training.

Section 5. RECORDS: The employer agrees to record training accomplishments. This does not relieve the employee of his individual responsibility to maintain his personnel folder current and complete to fully reflect his total employment experience, training, and education. The union agrees to encourage employees to review their personnel folders to ensure that training records are accurately recorded.

ARTICLE 17

SAFETY AND HEALTH

Section 1. GENERAL: The employer will conduct an effective occupational safety and health program. The employer agrees to meet jointly/negotiate proposed changes in program policy with the union. Union officials involved in representational duties pursuant to this article will be granted official time.

Section 2. INSPECTIONS: The employer will conduct, at a minimum, annual inspections of all areas occupied by unit employees. When safety inspections are made pursuant to Air Force occupational safety and health standards or other statutes or regulations in areas where unit employees work, the union will be notified and a union representative may accompany the inspector or inspecting team.

Section 3. SAFETY AND HEALTH POLICY:

a. The employer shall encourage employees to work safely and to report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. Stewards and other representatives of the union, in the course of performing their normally assigned responsibilities, are encouraged to observe and report unsafe practices, equipment, and conditions, as well as environmental conditions to their immediate areas which may represent health hazards. The employer assures that no degradation or reprisal will be practiced as a result of an employee's reporting an unsafe practice or condition.

b. The employer will exert effort to provide safe and sanitary working conditions and equipment. Employees will not be required to work in an environment where continued exposure has been determined to be detrimental to health unless determined necessary due to mission requirements. The employer will promptly investigate and make determinations when such conditions are reported by either unit employees or the union to the extent possible adequate lighting and ventilation will be provided in work areas. The employer will take prompt action to investigate and correct reported deficiencies.

c. Efforts will be made to assure employees will be trained and qualified in the safe operation of machinery before being allowed to perform work that could result in injury or endanger other employees. This provision in no way limits management's right to assign work.

d. When an employee feels that he/ she is subject to conditions so severe that even a short term exposure would be hazardous, he/she will immediately report the condition to the immediate supervisor. Before requiring further work the supervisor will have the situation evaluated by appropriate safety or occupational health personnel. This provision in no way limits management's right to assign work.

Section 4. SAFETY EQUIPMENT: The employer agrees to furnish, as specified by current Air Force occupational safety and health standards, such personal protective equipment (clothing, equipment, etc.) for control of employee exposure to identified hazards. Cleaning and repair of issued clothing shall be provided by the employer unless due to the negligence of the employee.

Section 5. ON-THE-JOB INJURY OF ILLNESS:

a. The injured employee's supervisor or designee will, as soon as possible, explain to the employee his/her rights and options under the Federal Employees' Compensation Act, supply the employee with copies of the appropriate Office of Workers' Compensation Programs (OWCP) forms, and ensure that the forms are properly completed and submitted. The injured employee shall be supplied with a copy of the completed forms.

b. The employer shall process and promptly forward to OWCP employee and employer documentation required when an employee sustains an on-the-job injury or contracts an occupational disease and elects to file a claim. The employer shall meet with the injured employee and representative, if one is requested.

c. Efforts will be made to detail employees who are temporarily unable to perform their regular duties because of illness or injury, but who are capable of returning to or remaining in a duty status, to work compatible with their physical condition.

Section 6. OCCUPATIONAL HEALTH AND SAFETY TRAINING:

Although employees are basically qualified to perform their duties, the employer recognizes the need for continuing training and update training regarding occupational health and safety to assure employee safety and a minimum loss of staff hours due to preventable injuries. The employer may establish training programs to ensure that all employees are informed of safe working habits and practices appropriate to their jobs. Individual fitness programs are encouraged but must be accommodated by the use of alternative work schedules, during lunch, or before or after work.

ARTICLE 18

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. The Agency and the union recognize that public interest require the maintenance of high standards of conduct. No bargaining unit employee will be subject to disciplinary actions except for just cause, as will promote the efficiency of the service.

Section 2.

a. A disciplinary action is defined as an oral admonishment, reprimand, suspension, removal or certain kinds of reductions in pay or grade. Some disciplinary actions-are also adverse actions.

b. Adverse actions are removals, suspension of more than fourteen (14) calendar days, reductions in pay or grade, or furloughs of thirty (30) days or less.

Section 3.

a. Progressive discipline does not apply to probationary/trial or temporary employees.

b. The parties agree to the concept of progressive discipline, designed primarily to correct and improve employee behavior, rather than to punish, unless doing so would be inconsistent with established office policy.

c. The parties agree to the principle of like penalties for like offenses.

Section 4. Investigation and disciplinary adverse actions shall be initiated promptly following the time that management becomes aware of the incident gives rise to the action.

Section 5. All materials relied upon to support the reason for disciplinary or adverse action shall be made available for review by the employee. All material used to support the action will be disclosed to the employee.

Section 6. The union shall be given the opportunity to be present at any examination of an employee in connection with an investigation if the employee reasonably believes the examination may result in disciplinary action against the employee, and the employee requests representation.

Section 7. The employee will be informed of the circumstances requiring the investigative interview prior to any questioning.

While being questioned or being requested to provide a written or sworn statement, the employee will have the right to be represented by the union.

Upon written request, the employee will be given a copy of any written or sworn statements made by the employee.

The supervisor, the employee, and the union representative will not, except as specifically authorized, disclose any information about the investigation.

Section 8. Normally, an employee against whom an adverse action is proposed is entitled to a thirty (30) day advance written notice.

The notice will state specific reasons for the proposed action. The employer agrees that the employee and his/her representative shall be given the opportunity to review the material on which the notice of adverse action is based or that is being relied on to support the reason(s) for the proposed action.

Written requests for extension for replying to proposed disciplinary actions may be granted when good cause is shown. The employer will issue a written decision at the earliest practicable date.

Normally, trial or probationary employees will be given a two week notice prior to removal. This provision does not apply to the last two weeks prior to the completion of the probation period.

ARTICLE 19

USE OF OFFICIAL FACILITIES, SERVICES AND INFORMATION TO EMPLOYEES

Section 1. Additional space in Bldg 852 has been allocated to the union by the 325 Fighter Wing for support of employer's personnel.

Section 2. INTERNAL MAIL SERVICE: The internal mail service of the employer shall be available for use by the union. It will not be utilized for internal union business.

Section 3. COPIES OF AGREEMENT: Copies of this agreement will be furnished to all unit employees. Twenty-five copies of the agreement will be furnished the union for its use. The cost of printing this agreement shall be borne by the employer.

Section 4. LISTS: Employer agrees to furnish to the union, an up- to-date list of all employees in the unit, showing name, title, series and grade, and organization upon request.

Section 5. To the extent possible, First Air Force will make available to the union, those documents, publications, regulations, which they do not already have access to. First Air Force agrees to furnish the union office with a personal computer, monitor, printer, and the necessary office supplies as needed to allow the stewards to perform their representational duties.

Section 6. ORIENTATION OF NEW EMPLOYEES: All new unit employees shall be informed by the employer that the union is the exclusive representative of employees in the unit. Each new employee shall receive a list of the officers and representatives of the union.

Section 7. The employer agrees to post a copy of the Approved Memorandum of Agreement on their web site.

Section 8. The employer agrees to allocate space in the unofficial section on existing official bulletin boards for union use in each major work center for posting notices to its members. Any literature, bulletins and/or notices distributed within the installation or posted on the bulletin board provided by the employer will not violate any law, the security of the activity or contain scurrilous or libelous material. The union literature and/or newspaper may be distributed on base to the employees outside their duty hours provided it meets the criteria specified above and the prior approval of the employer is obtained.

ARTICLE 20

NEGOTIATED GRIEVANCE PROCEDURE

Section 1. Most grievances arise from misunderstanding or disputes which can be settled promptly and satisfactorily on an informal basis. The parties agree that every effort will be made to settle grievances at the lowest possible level. Dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty or desirability to the employer, but will be construed as a positive effort to correct a perceived problem.

Section 2. SCOPE: This negotiated grievance procedure shall apply to matters of concern or dissatisfaction regarding the interpretation, application or violation of law, regulations, or this agreement; conditions of employment; or relationships with agency supervisors and officials, including personnel practice charges, and disciplinary and adverse actions. It shall apply to all matters indicated above, whether or not set forth in this agreement. This grievance procedure does not apply to:

- a. A violation relating to political activities: 5 USC Chapter 73 Subpart III.
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal for national security reasons: 5 USC 7532.
- d. Any examination, certification or appointment; or
- e. Classification of position which does not result in reduction in pay or grade for the employee.
- f. Notices of proposed action.

Nothing in this grievance procedure shall prevent employees from exercising the option of appealing appropriate actions to the Merit System Protection Board, provided that the employee has not filed a written grievance on the matter in accordance with this agreement.

Section 3. APPLICATION: A grievance may be undertaken by the union, an employee or group of employees over the interpretation, application, or violation of any matter contained within this agreement, and law rule or regulation not in conflict with Section 2 above. Only the union may represent under this procedure. However, an employee may present a grievance and have it adjusted without the intervention of the union, as long as the adjustment is not inconsistent with the terms of this agreement and the union is given the opportunity to be present at each step of the grievance procedure. In exercising their rights to present a grievance, employee(s) and employee representative(s) will be unimpeded and free from restraint, coercion, discrimination, or reprisal.

Section 4. A grievance will contain at a minimum the issue being grieved and a relief sought that is personal to the grieving party.

Section 5. The following procedures are established for the resolution of grievances:

a. Step 1: The grievance shall first be taken up by the grievant (and his/her representative, if one's elected) with his/her immediate supervisor, or with the lowest level management official with authority to render a decision. The grievance must be initiated within fifteen (15) workdays of the incident that gave rise to the grievance, unless the grievant could not reasonably be expected to be aware of the incident by such time, in which case the grievance must be initiated within fifteen (15) workdays of the date of the grievant became aware of the incident. Failure to observe time limits may result in rejection by the employer.

A decision will be given to the grievant within ten (10) workdays after presentation of the grievance. If the grievance was presented orally the response will be oral; if the grievance was in writing the response will be in writing. If the employer does not grant the relief sought the grievant will be informed of the appropriate official who will be designated to receive a Step 2 grievance. Normally this official will be the immediate supervisor's supervisor.

b. Step 2: If the grievant is dissatisfied with the decision at Step 1, the grievance must be reduced to writing by the aggrieved party and initiated in accordance with the following:

(1) Within ten (10) workdays after receipt of the decision at Step 1, or ten (10) workdays after the date it should have been received, the grievance may be presented by the aggrieved individual or his/her representative to the designated step 2 deciding official. Failure to observe time limits may result in rejection by the employer. The grievance at this step shall be submitted on the Negotiated Grievance Form.

(2) The step 2 deciding official has, upon receipt of the grievance, ten (10) workdays, render a written decision. Failure of management to meet this deadline shall enable the grievant to proceed with Step 3 of the procedure without awaiting a response beyond the deadline date unless both parties agree to an extension of the time period.

c. Step 3: If the grievant is dissatisfied with the decision given at Step 2, the grievance will be forwarded to Selfridge CPF for procedural review and subsequent delivery to the final deciding official. This official will normally be the Commander 1st Air Force or his designated representative

A Step 3 grievance must be submitted within ten (10) workdays after receipt of the written decision at Step 2 or ten (10) workdays after the date it should have been received. Failure to observe the time limit may result in rejection by the employer.

(1) After receipt of the grievance, the final deciding official shall within fifteen (15) workdays render a written decision. Time limits may be extended by mutual consent. As the purpose of time extension is normally for full investigation of the grievant's concerns a short term request should be considered favorably. Decision of final deciding official is final unless the union invokes arbitration. Failure of the final deciding official to answer in a timely fashion shall allow the union to proceed to arbitration without further delay.

(2) If the decision is unsatisfactory to the grievant at Step 3 or if no decision is given, the employee(s) may request the union to refer the grievance to arbitration in consonance with the provisions of this agreement.

Section 6. A grievance between either the employer and the union shall be forwarded by the aggrieved party to either the union president or Commander 1st Air Force or their designees, as applicable. Such grievance shall be filed within fifteen (15) days of the incident, which gives rise to the matter or within fifteen (15) days of the date of becoming aware of the incident. The grievance must be forwarded in writing. The grievance shall identify whether the dissatisfaction relates to the employment or any employee of the unit, or affects the interpretation or a claim of breach of the agreement, or any claim of violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment of any employee within the unit. After receipt of grievance the 1st Air Force Commander or union president, or their designee, as applicable, shall render a written decision within twenty (20) workdays of receipt of the grievance. The decision at this level shall be final unless the other party invokes arbitration. Failure of the responding party to answer in a timely fashion shall allow the other to proceed to arbitration.

Section 7. Via the partnership process, the parties agree to develop and test an alternative dispute resolution procedure which may be used in lieu of any step of the negotiated grievance procedure at the election of the union and the employer.

ARTICLE 21

ARBITRATION

Section 1. RIGHT TO ARBITRATION: If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the employer or the union, either as grievant or as representative of the employee grievant(s), may refer the issue to arbitration. The request to refer an issue to arbitration must be in writing signed by either the employer or the union president or acting president, and submitted within twenty (20) workdays following receipt of the decision by the aggrieved party. The grievant may withdraw his/her grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

Section 2. SELECTION OF ARBITRATOR: The parties shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven persons qualified as arbitrators. The cost of the list being borne equally by both parties. The parties shall converse within five (5) workdays following receipt of the panel of arbitrators from FMCS to select an arbitrator. Each party shall strike one name until only one name remains. This person will be appointed as the duly selected arbitrator. A flip of the coin shall determine whether the union or the employer shall strike the first name from the list.

Section 3. FEES AND EXPENSES: The arbitrator's fees and expenses will be mutually shared between the parties. Travel and/or per diem costs shall not exceed those authorized under the joint travel regulations issued by the Department of Defense. Any additional expenses will be mutually shared between the parties. If one of the parties requests a service and that is not agreed to by the other party, then the requesting party will bear the full expense of that particular service, such as a transcript.

Section 4. ARBITRATOR'S AUTHORITY IN DISPUTES OVER THE AGREEMENT: The arbitrator shall have the authority to interpret and define the explicit terms of this agreement, published agency policy, etc., as necessary to render a decision. He shall have no other authority to make additions or to modify any terms of this agreement or published agency policy.

ARTICLE 22

VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. The employer shall continue to deduct union dues from the pay of employees in the union, subject to the following provisions:

a. The union agrees to procure SFs 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employees Organization Dues," and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay.

b. The president or other authorized officer of the local will certify on each SF 1187 that the employee is a member in good standing in the local, insert the amount to be withheld, and submit completed SFs 1187 to the payroll servicing office.

c. The president or other authorized officer of the local shall notify the payroll servicing officer of the agency when the local's dues structure changes. The change shall be affected at the beginning of the first full pay period after receipt of such notice. Such a change may not be effected more than twice in a twelve (12) month period.

d. Allotments will be effective at the beginning of the first full pay period after receipt of SFs 1187 by the payroll servicing officer.

e. The employer agrees to have the payroll servicing officer prepare a biweekly remittance check at the close of each pay period for which deductions are made and forwarded it to the financial officer of the local. The check will be for the total amount of dues withheld for that pay period.

f. The president of the local will immediately notify the appropriate payroll servicing officer, in writing, of any change in the name and/ or address of the financial officer of the local.

g. The agency will request the Defense Finance and Accounting Service submit with the remittance check a listing of the members and amounts withheld. The list will also include the names of those employees for who allotments have permanently or temporarily stopped and the reason therefore (e.g., moved of the unit, separation, LWOP, insufficient income during pay period).

h. A member may voluntarily revoke an allotment for the payment of dues by filling out an SF 1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues," and submitting it directly to the payroll servicing officer. After receipt of such notice by the payroll servicing officer, revocation will become effective as of the first full pay period following the anniversary date of employees authorization of dues withholding. The payroll servicing officer shall provide the local appropriate notification of the revocation. The duplicate copy of the SF 1188 completed by the member will be used for this purpose.

ARTICLE 23

EMPLOYEE ASSISTANCE PROGRAM

The employer recognizes the importance of an employee assistance program (EAP). Details of the EAP will be determined in the labor-management partnership council. The partnership council will take into consideration implementation of the following: tobacco cessation program, drug/ alcohol abuse program, stress and anger management, financial and grief assessment, suicide prevention, mental health support or other health and wellness related issues. The EAP is designed to allow employees who wish to obtain assistance to restore themselves to effective and reliable duty because of conditions attributed to the above stated problems. Voluntary participation and completion may be considered favorably in disciplinary action proceedings.

ARTICLE 24

EQUAL EMPLOYMENT OPPORTUNITY

Management not in any way discriminate against an individual regarding employment or conditions of employment because of race, color, creed, religion, sex, national origin, age, marital status, lawful political affiliation, handicapping conditions, or other non-merit factors. Policy shall be in strictest adherence to both the letter and the spirit of the Equal Opportunity Act, the Age Discrimination in Employment Act, 5 USC Chapter 71, and all other applicable laws and regulations.

ARTICLE 25

LABOR-MANAGEMENT RELATIONS TRAINING

Section 1. The employer agrees to grant administrative leave to employees who are union officials for the purpose of attending union-sponsored training sessions or other training sessions, provided the training is of mutual concern to the employer as well as the employee(s) in their capacity as an union representative. The union will be granted up to 24 hours per year per steward. Any additional time over the 24 hours per steward may be negotiated on an as needed basis.

Section 2. The employer agrees to consider union officials for training opportunities where it has been determined that the course content is of mutual interest and appropriate for the union position held.

ARTICLE 26

PERFORMANCE PLANS AND ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

Section 1. PERFORMANCE PLANS:

a. Performance plans will reflect major duty requirements and required standards of performance at the fully successful level; and performance standards will be objective, observable, and measurable.

b. Periodic employee supervisor meetings will be held at least once each six (6) months during the appraisal period to discuss work performance and to review currency of performance elements and standards. If an employee's performance falls below standard the supervisor will counsel the employee regarding what improvement is necessary to come up to an acceptable level.

c. Performance elements and standards should be consistent with the official position description

Section 2. UNACCEPTABLE PERFORMANCE: The following steps shall be followed with respect to unacceptable performance of employees within the unit:

a. An opportunity period will be established and the employee will be informed of necessary improvements. The employee will be given an opportunity to improve the specific deficiencies which are listed. The employer will take positive action to counsel the employee during this period. Suggested corrective remedies, such as counseling and pre-planned training given to the employee will be documented by the supervisor on the employee's AF Form 971, Supervisor's Employee Brief.

b. If after expiration of the opportunity period performance is still unacceptable, a proposal will be made to either change the employee to a lower grade, reassign, or terminate for unacceptable performance.

c. The employee will be given an advance thirty (30) calendar days written notice of this action.

d. If after the advance notice period performance is still unacceptable, a decision to effect the decision will be given within thirty (30) days.

e. The final decision must address the efforts the employee has made to improve the specific deficiencies identified in the proposed notice, how these efforts have fallen short of being satisfactory, and why further employer/ employee efforts to improve performance of the employee will be futile. A decision to reduce in grade, reassign, or remove an employee from employment must be based on those instances of unacceptable performance which occurred during the opportunity to improve period.

ARTICLE 27

SUGGESTION PROGRAM

Section 1. The employer agrees to allow union officials to participate on the Tyndall Air Force Base Suggestion Awards Committee. Said representatives will participate in deliberations and discussions with respect to planning, stimulating participation, establishing goals and targets, evaluating progress, appraising employee, supervisor and management reactions.

Section 2. Supervisors, operating officials or commanders, whichever is in the best interest of the activity, will present suggestion award certificates/ awards to employees in appropriate ceremonies unless the employee objects.

ARTICLE 28

INCENTIVE AWARDS

Section 1. Incentive awards shall be distributed in a fair and equitable manner. The employer and the union agree that no quotas will be established and that the program will be administered in accordance with law rule and regulation.

Section 2. Supervisors, operating officials, or commanders, whichever is in the best interest of the activity, will present emblems and certificates of recognition to employees in appropriate ceremonies unless the employee objects.

ARTICLE 29

COMPETITIVE SOURCING

Section 1. GENERAL: To the extent allowed by law and controlling regulations, the union will be provided information concerning any review of a function for possible competitive sourcing if unit employees are affected.

Section 2. NOTIFICATION AND CONSULTATION: The employer agrees to notify the union as soon as possible following a decision to study a function for possible competitive sourcing where unit employees are assigned. The employer agrees to meet with the union, if requested, to discuss possible impact on unit employees if the function is competitively sourced.

Section 3. PREBID AND BID OPENING CONFERENCES: The union may have a representative present at the prebid and bid-opening conferences, as long as the bid-opening conference is open to the general public.

Section 4. IN-HOUSE ESTIMATE: Following opening of the bids, the union will be provided data concerning the in-house estimate of work to be performed, if requested.

Section 5. IMPACT ON THE UNIT: The employer agrees to negotiate with the union as appropriate, concerning adverse impact on unit employees due to a decision to competitively source.

ARTICLE 30

ON CALL/STANDBY

Section 1. Consistent with mission accomplishment, the need for services requiring recall of an employee, will be accomplished using a roster of all qualified employees. Employees desiring recall will be listed first on the roster. In the event that a qualified employee willing to respond is unavailable, any person reached may be required to respond. Employees called back to duty will be paid for their services under the rules governing call back overtime.

Section 2. If mission requirements necessitate that employees be placed on call, supervisors may consider allowing employees who worked late or long hours to report for work late on the following duty day, to ensure safety and reduce the potential for accidents resulting from fatigue.

Section 3. Supervisors may recognize employees performing substantial on call duties using time off awards, spot cash awards, or merchandise awards.

Section 4. Employees may be offered the use of a beeper to carry at their option, if placed on call. However, if the use of a beeper is mandatory, or if freedom of movement of an employee is unduly restricted, the employee must be placed on standby.

ARTICLE 31

TYNDALL APPROVED BLOOD DONATIONS

Employees who wish to donate blood to Tyndall sponsored blood donation may be allowed up to four hours of administrative leave. Supervisors have the right to disapprove time off to donate blood if workload dictates.

ARTICLE 32

DURATION AND EXTENT OF AGREEMENT

Section 1. The effective date of this agreement shall be the date on which it is approved by DoD Field Advisory Service. It shall remain in effect for 3 years from that date. The agreement shall be renewed for an additional 3-year period on each third anniversary date thereafter unless between 105 and 60 calendar days prior to any such date either party gives written notice to the other of its desire to amend or modify the agreement. If such notice is given, this agreement shall remain in full force and effect until the changes have been negotiated and approved.

Section 2. AMENDMENTS: This agreement may be amended and/ or supplemented:

a. At any time under the provisions of articles titled "Negotiation" and "Union Rights and Representation."

b. Within a reasonable time after the enactment of a new law which affects any provisions of this agreement.

A request by either the employer or the union to negotiate amendment(s) and/or supplement(s) to this agreement shall indicate the articles to be amended and/or supplemented. When a proposal is submitted, representatives of the employer and the union shall meet to negotiate the requested amendments and/ or supplement(s). Such negotiations must be entered into if either party gives notice to the other in writing at least 15 calendar days in advance of the proposed negotiating date. Any agreement reached as a result of such negotiation shall be signed by the employer and the union in the same manner as this agreement.

Section 3. EFFECTIVE DATE, AMENDMENTS AND SUPPLEMENTAL AGREEMENTS: Amendments and supplemental agreements shall be signed by the chief of each negotiating committee and signed by the union president and head of the activity and shall become effective on the date approved by DoD Field Advisory Service. They shall remain effective concurrent with the basic agreement.

Signed

APPROVAL:

Major General, USAF
Commander
First Air Force

Union President
AFGE, Local 1113

Colonel, USAF
Commander
Southeast Air Defense Sector

Colonel, USAF
Commander
702d Computer Systems Squadron

Lieutenant Colonel, USAF
Commander
701st Air Defense Squadron

The above wish to thank the members of the negotiating team for all the support and hard work:

1 AF
Lead Negotiator

AFGE
Member

Member

Member

Member

Nat'l Rep 5th District AFGE

Member

Member

Approved by the Department of Defense on 15 Dec 2000