



**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**COMMANDER
ELECTRONIC SYSTEMS CENTER
HANSCOM AIR FORCE BASE,
MASSACHUSETTS**

AND

**NATIONAL ASSOCIATION OF GOVERNMENT
EMPLOYEES**

(NAGE)

LOCAL R01-008

SEIU, (AFL-CIO)

2012

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ARTICLE 1

PARTIES TO THE AGREEMENT

- A. This Labor Agreement replaces the existing expired Memorandum of Agreement between Commander, 66th Air Base Wing (ABW), Hanscom AFB, Massachusetts and Local R1-8, National Association of Government Employees (NAGE), July 1996, and any/all supplemental agreements thereto.
- B. This Labor/Management Agreement is executed pursuant to the exclusive recognition of the National Association of Government Employees (NAGE), SEIU, AFL-CIO, Local R1-8, hereafter referred to as the "Union," as the certified exclusive representative for the unit of employees defined in Article 2 and/or serviced by the Commander, Electronic Systems Center (ESC), Hanscom AFB, Massachusetts, hereafter referred to as the "Employer." According to the provisions of Title VII of the Civil Service Reform Act of 1978 (CSRA), the following articles constitute the collective bargaining Agreement entered into by and between the Union, on behalf of the National Association of Government Employees (NAGE), Local R1-8, and the Employer.
- C. All references to "employee" in this agreement is understood to mean "bargaining unit employee." "Employees" are defined within 5 USC 7103(a)(2). Whenever the term "Supervisor or Immediate Supervisor" is referred to in this Agreement, such references will mean "Supervisor" as defined within 5 USC 7103(a)(10). The employees and/or management officials which we reference throughout the agreement are assigned certain duties in accordance with management rights to assign work. Management retains the right to assign a particular employee or management official to perform duties of the procedures outlined in this collective bargaining agreement. The parties recognize that members of the uniformed services can be Supervisors under this definition.
- D. References to "days" throughout this Agreement refer to calendar days, whether stated as "days" or "calendar days", unless specifically referred to as "work days".

ARTICLE 2

RECOGNITION AND COVERAGE

SECTION 2.01: RECOGNITION AND COVERAGE

A. All non-supervisory Wage Grade employees (WG and WL) and all non-supervisory, non-professional General Schedule (GS) employees serviced by the Central Civilian Personnel Office, Hanscom Air Force Base, MA. **Excluding**: Management officials, supervisors, professional employees and employees described in 5 USC 7112 (b) (2)(3)(4)(6) and (7), all General Schedule employees of the Geophysics Laboratory and the Rome Air Development Center, Operating Location – AL, and all non--supervisory employees of the Fire Protection Branch of the Base Civil Engineering Division, Hanscom Air Force Base, MA.

B. All non-supervisory Wage Grade employees (WG and WL) and all non-supervisory, non-professional General Schedule (GS) employees assigned to New Boston Air Station, Amherst, New Hampshire. **Excluding**: Management officials, supervisors, professional employees and employees described in 5 USC 7112 (b)(2)(3)(4)(6) and (7).

SECTION 2.02: EXTENSION OF COVERAGE

The coverage of this Agreement will extend to any additional bargaining units that consolidate with the bargaining unit described above during the life of the Agreement upon certification by the Federal Labor Relations Authority.

ARTICLE 3

CONFORMANCE TO LAW

In the administration of all matters covered by this agreement, officials of the Employer and the Union and employees of the bargaining unit are governed by existing or future law, statute, or code of appropriate authorities.

ARTICLE 4

DISCIPLINE AND ADVERSE ACTION

SECTION 4.01: DEFINITION AND COVERAGE

A. This Article sets forth the criteria and comprehensive procedures by which the Employer shall impose discipline upon employees of the bargaining unit. For the purposes of this Agreement, disciplinary action shall be defined as oral admonishment, written reprimands, suspensions, and removals.

B. Discipline is the responsibility and the right of the Employer and the Employer agrees that such actions will be based on just cause and reasonable in accordance with applicable law, statute, code, and AFI 36-704. It is mutually agreed that the employer will consider, when appropriate, discipline that is designed to rehabilitate the employee prior to taking disciplinary action. Any disciplinary action will be imposed in a timely manner.

C. When non disciplinary counseling sessions are conducted by non disciplinary supervisory and/or Employer officials with unit employees and entries are made in Supervisor's Employee Work Folder, the recording of such counseling is not considered disciplinary. However, such entries concerning an employee in the Supervisor's Employee Work Folder will be shown to the employee, and that employee may acknowledge awareness of said entry by dating and initialing the entry in Supervisor's Employee Work Folder. Such counseling sessions and entries thereof will be grievable or arbitrable under terms of this Agreement. Bargaining unit employees have the right to review the contents of their electronic Official Personnel Folder through the Air Force Personnel Automated System and may review their Supervisor's Employee Work Folder during duty hours.

SECTION 4.02: TIMELINESS IN TAKING DISCIPLINE

Nothing in this article is intended to, nor does it, create any sort of contractual statute of limitations or otherwise prevent management from initiating and taking disciplinary action after the specified time periods have expired. Rather this article is intended to set out a desired goal that the parties aim to meet.

When an employee is subject to discipline, it is agreed that within twenty-one (21) calendar days of the offense, the Employer's awareness of a possible offense, or the completion of an investigation of the matter, whichever occurs last, the Employer will impose or serve upon the employee one of the following:

- A. In the case of oral admonishment, the disciplinary action itself; or
- B. A notice of proposed reprimand, suspension, or removal; or

C. Impose or serve no action based upon the investigatory process; or

D. The employer will notify the employee if a delay beyond twenty-one (21) calendar days is anticipated. The notification will include that disciplinary action is being considered, the reason(s) for considering taking action, specific reason for the delay, and the projected date the decision will be made.

SECTION 4.03: INVESTIGATORY INTERVIEWS AND REPRESENTATION RIGHTS

A. Before proposing and/or effecting disciplinary action against an employee of the bargaining unit, Employer officials will ascertain all pertinent facts both for and against the employee.

B. When the supervisor becomes knowledgeable of a possible or actual infraction of the employer's rules of conduct, it will be investigated in accordance with the appropriate AFI and discussed informally and in private with the employee involved and the employee representative if requested by the employee.

C. It is mutually agreed that the employer will consider, discipline that is designed to rehabilitate the employee prior to taking disciplinary action. Any disciplinary action will be imposed in a timely manner.

D. When the Employer conducts an investigatory interview and the employee reasonably believes that the interview may result in disciplinary action against the employee, the employee may request Union representation. If representation is requested, no further questioning will take place until the representative is present, or until a reasonable period of time, not to exceed three duty days, has passed. At that time Management may continue the interview without the presence of the Union.

(1) The right to representation in such investigatory interviews arises only when the employee specifically requests Union representation.

(2) The Employer reserves the right to cancel the investigatory interview at any time. A decision to cancel an interview need not be justified, and the Employer may proceed with its investigation and/or disciplinary action on the basis of information from other sources.

E. When all the facts have been gathered and disciplinary action appears to be in order, discipline or proposed notice of discipline will be given promptly to the employee in accordance with the procedures set forth in this Article.

F. Interviews and inquiries should be conducted privately and in such a manner as to minimize any personal embarrassment to the affected employee(s). Further, if the supervisor has reason to counsel or discipline an employee, such should be accomplished privately in a manner that will not publicly embarrass the employee(s).

THIS SECTION IS PENDING COMPLETION OF NEGOTIATIONS. REFER TO EXPIRED CONTRACT.

~~G. The Union may request and will be provided from the Labor Relations Officer (LRO) information from any level of supervision of a bargaining unit employee to determine if a specific administrative investigation is being conducted and, if so, what charges may be involved and the expected date of completion of the investigation.~~

SECTION 4.04: NOTICE OF PROPOSED ACTIONS AND NOTICES OF FINAL DECISIONS

A. Notices of Proposed Action and Notices of Final Decision will be given to employee(s) and one additional copy to the union. Such notices will advise the employee(s) of their right to reply and in what form, and of their right to submit facts. All notices will advise the employee of their rights as appropriate.

B. Written extensions shall normally be requested within the prescribed time limits for replying to a Notice of Proposed Action or grieving a Notice of Final Decision. These extensions will be granted if requested by an employee or designated representative for valid reason. Included among possible reasons for extension are:

- (1) Workload and availability of Union representative;
- (2) Illness and accidents;
- (3) Death in family;
- (4) Jury duty.

C. The decision to take action must be based solely on matters stated in the proposed notice.

SECTION 4.05: ORAL ADMONISHMENT

With respect to oral admonishments, the Employer will inform the employee of the reasons for the admonishment and the facts that led the Employer to the conclusion that such action was warranted. The Employer will make a brief entry in the Supervisor's Employee Work Folder to document the action and date of occurrence; the employee shall be given an opportunity to initial and date the entry to acknowledge receipt of the action. The employee may subsequently file an informal grievance within fourteen (14) calendar days of receipt of the action in accordance with Article 5, Section 5.07.

SECTION 4.06: WRITTEN REPRIMANDS

- A. Prior to issuance of the proposed action, the employee will not be questioned further about the incident until the employee has been advised of the right to request the presence of a Union representative.
- B. With respect to written reprimands, the Employer will, in accordance with Section 5.04 above, prepare and serve to the employee and designated representative a proposed notice of such actions stating in detail the reasons for the proposed action.
- C. The employee may respond orally or in writing or both to the supervisor designated to hear the reply within fourteen calendar days.
- D. Within fourteen (14) calendar days following either the employee's response or expiration of the time limits set forth above, the Employer will issue a written decision in the matter or provide a date when a decision will be rendered.
- E. The employee may contest the decision within fourteen (14) calendar days of receipt of the disciplinary action utilizing the negotiated grievance procedure, Article 5, Section 5.07.A.

SECTION 4.07: SUSPENSIONS, REMOVALS, AND REDUCTIONS IN GRADE

- A. Prior to issuance of notice of proposed action, the employee will not be questioned further about the incident until he or she has been advised of the right to request the presence of a Union representative or personal representative.
- B. With respect to suspensions, removals, and reductions in grade the Employer will prepare in accordance with Section 4.04 above and serve on the employee and designated representative a proposed or final notice of such action, stating in detail the reasons for the proposed or final action. Such notice will inform the employee of
 - (1) the specific instances, by the employee, on which the proposed or final action is based, and/or
 - (2) the critical elements of the employee's position involved in each instance of unacceptable performance;
 - (3) ~~the employee has a reasonable time (fourteen [14] calendar days) to answer orally or in writing or both;~~
 - (4) the employee will receive a written decision.
- C. The employee may respond orally or in writing or both to the supervisor designated to hear the reply within fourteen (14) calendar days.

D. Within fourteen (14) calendar days following either the employee's response or expiration of the time limits set forth above, whichever occurs last, the Employer will issue a written decision in the matter or provide a date when a decision will be rendered. Such decision will:

- (1) in the case of a reduction in grade or removal under 5 USC 4303, specify the instances of unacceptable performance by the employee on which the reduction in grade or removal is based;
- (2) become effective not earlier than seven (7) calendar days from receipt of said written decision.

E. The decision letter will inform the employee that he or she may proceed in accordance with Article 5 (Negotiated Grievance/Alternate Dispute Procedures), Section 5.07A, contesting the action within fourteen (14) calendar days of receipt of the disciplinary action, or exercise appeal rights if the action is a suspension for more than fourteen (14) calendar days to removal--but not both. It will inform the employee that he or she will be deemed to have exercised this option to raise the matter under one procedure or the other at the time the employee timely files a written grievance or files a notice of appeal under applicable MSPB procedures.

F. If an employee is the subject of an action based on unacceptable performance and the employee files for disability retirement, claiming that the disability is the cause for the unacceptable performance, the Employer may agree to stay the action for a reasonable period of time to allow a determination to be made concerning the disability retirement.

G. Prior to initiating an action against an employee the supervisor will make the resources of the Employee Assistance Program available.

SECTION 4.08: RECORDS OF DISCIPLINARY ACTIONS

A. Records of Oral Admonishments in an employee's Supervisor's Employee Work Folder will be removed no later than one (1) year after date of entry.

B. Letters of Reprimand will be removed no later than two (2) years after the date of issuance.

C. Disciplinary actions that are removed as a result of a grievance or appeal decision will be removed from the Supervisor's Employee Work Folder and person's electronic file as indicated in AFI 36-704 and in accordance with applicable law, statute, or code.

D. Management and union may agree mutually to a lesser time on a case by case basis.

SECTION 4.09: GRIEVANCES AND APPEALS

All disputes under this Article except suspensions that exceed fourteen (14) calendar days and removals in which an employee exercises appeal rights under Title VII may be processed under the Negotiated Grievance/Alternate Dispute Resolution (ADR) Procedure.

SECTION 4.10: LESSER PENALTIES

Where the Employer issues a proposed notice of disciplinary or adverse action under the regulatory provisions of appropriate Agency, Office of Personnel Management, or this Agreement, it is recognized that the Employer may, after considering an employee's response, subsequently decide or agree to impose a lesser penalty covered by the provisions of this Article. When such occurs, it is agreed that a final decision will be issued without the necessity of issuing an additional proposed notice. Further, the time limits set forth in this Article will not apply. The employee may follow the Negotiated Grievance/Alternate Dispute Resolution Procedures in accordance with Article 5, Section 5.07.A, within fourteen (14) calendar days of the final decision.

SECTION 4.11: DECISIONS BY APPROPRIATE AUTHORITY

When, after a discipline or adverse action hearing has been conducted under appropriate law, statute, or code, the Employer is directed by appropriate authority to impose a lesser action where such action is covered under this Article once management has exhausted all avenues of appeal under the Statute to include challenges to the arbitrator's decisions under section 7122, which governs exceptions to an arbitrator's award, up through and including actions for judicial review under section 7123 of the Statute, such decision will be final and not subject to further review under the Grievance Procedure.

ARTICLE 5

GRIEVANCE/ALTERNATIVE DISPUTE RESOLUTION (ADR) PROCEDURES

SECTION 5.01: SCOPE AND COVERAGE

This Article will constitute the sole and exclusive procedure available to the Employer, the Union, and employees of the bargaining unit for resolution of grievances subject to the control of the Employer. This Article is applicable to any matter involving the interpretation, application, or violation of the Agreement, or any matter involving working conditions, or any matter involving the interpretation and application of law, statute, or code. This grievance process extends to everything grievable by law, statute, or code. The Grievance Procedure does not apply to the following:

- A. any claimed violation of subchapter III of Chapter 73 of 5 USC 71 (relating to prohibited political activities);
- B. retirement, life insurance, or health insurance;
- C. a suspension or removal under Section 7532 of 5 USC 71 (national security reasons);
- D. any examination, certification, or appointment;
- E. the classification of any position that does not result in the reduction in grade or pay of an employee; or
- F. any decision to competitively outsource work that has been performed by bargaining unit employees. Such decisions may only be appealed through the statutory appeal process contained within OMB Circular A-76.

SECTION 5.02: OPTIONAL USE OF STATUTORY APPEAL PROCEDURES

A. An aggrieved employee affected by a prohibited personnel practice under Section 2302 (b) (1) of CSRA that also falls under the coverage of the Negotiated Grievance Procedure may raise the matter under a statutory procedure or the negotiated procedure, but not both. An employee shall be deemed to have exercised his option under Section 7121(d) to raise the matter under either a statutory procedure or the Negotiated Grievance Procedure at such time as the employee timely initiates an action under the applicable statutory procedure or timely files a grievance in writing, in accordance with the provisions of the Negotiated Grievance Procedure, whichever event occurs first. Selection of the Negotiated Grievance Procedure in no manner prejudices the right of an aggrieved employee to request the Merit Systems Protection Board (MSPB) to review the final decision pursuant to Section 7702 of CSRA in the case of any personnel action that could have been appealed to the Board, or, where applicable, to request the Equal Employment Opportunity Commission (EEOC) to review a final decision in any other matter involving a

complaint of discrimination of the type prohibited by any law administered by the Equal Employment Opportunity Commission (EEOC).

B. Matters covered under Sections 4303 (removals and reduction-in-force for unsatisfactory performance) and 7512 (removals, suspensions for more than fourteen (14) days, reduction-in-grade or pay, and furloughs for thirty (30) days or less) of the CSRA that also fall within the coverage of the negotiated grievance procedure may, at the discretion of the aggrieved employee, be raised either under the appellate procedures of Section 7701 of the CSRA or under the Negotiated Grievance Procedure, but not both. An employee shall be deemed to have exercised his or her option to raise a matter either under the applicable appellate procedure or under the Negotiated Grievance Procedure at such time as the employee timely files a notice of appeal under the applicable appellate procedure or timely files a grievance in writing in accordance with the provisions of the parties' Negotiated Grievance Procedure, whichever event occurs first.

C. A grievance under this Article may be initiated by the employees in the Unit either individually or as a group or by the Union on behalf of the employees. In any case, the Union may initiate a grievance when it believes that rights assured it under the terms of this agreement had been denied. A seemingly identical grievance by two or more employees may be considered as a single grievance if all parties concur. A decision on such grievances applies to all employees in the group and each is given a copy of the decision. An employee may withdraw from a group grievance, in writing, at any time before a decision is rendered; however, he or she may not then reinitiate the same or a substantially similar grievance based on the same occurrence.

D. This procedure will be the only procedure available to the employee for the processing and final disposition of grievances relating to the terms of this agreement.

E. New issues may not be raised by either party unless they have been raised at Step 1 of the formal grievance procedure; however, the parties may mutually agree to join new issues to a grievance at any step of the process.

F. The parties may mutually agree to waive any step in this procedure.

G. The initiator of a grievance may terminate it by written notification to the other party. The initiator's termination action will be binding on him or her, the Union, and the Employer.

H. Evidence that is relevant to the resolution of a grievance may be introduced at any stage of the processing up to and including Step 2 of the formal procedures.

SECTION 5.03: ARBITRATION DETERMINATIONS

All disputes of arbitrability will be referred to an arbitrator as a threshold issue of the grievance in accordance with Article 6, Arbitration. If the arbitrator determines that the issue is arbitrable, the arbitrator will hear the merits of the grievance.

SECTION 5.04: EXTENSIONS OF TIME LIMITS

Time limits in this Article may be extended by mutual agreement of the Employer and the Union. Mutual agreement must be in writing and signed by the Local Union President, or a designated representative, and the activity Labor Relations Officer, or a designated representative. If either party fails to respond or meet within the prescribed time limits the grievance may be elevated to the next step.

SECTION 5.05: UNION OBSERVER AT GRIEVANCES WHERE EMPLOYEES REPRESENT THEMSELVES

If a unit employee presents a grievance directly to the Employer, without Union representation, for adjustment consistent with the terms of this Agreement, the Local will be given an opportunity to have an observer present at any discussion of the grievance on official time (T&A CODE BK) if the observer would otherwise be in a duty status for the purpose of protecting the bargaining unit.

SECTION 5.06: PROTECTION FROM REPRISAL

The Employer and the Union agree that every effort will be made by the Employer and the aggrieved to settle grievances at the lowest possible level. Inasmuch as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance will not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.

SECTION 5.07: PROCEDURES FOR EMPLOYEE GRIEVANCES

It is recognized that it is in the interest of the Employer and employees to resolve complaints in informal discussions prior to the initiation of formal grievance proceedings. This is consistent with the conviction of both parties that it is most efficient and least disruptive to the mission to resolve problems as close to their source as possible. Thus, the employee is encouraged to first try to resolve any complaints with his or her immediate supervisor. He or she may discuss the complaint with a Union representative on duty time. Use of duty time must be requested of the immediate supervisor by the employee in advance.

**** All employee grievances will be submitted on the NAGE Grievance Complaint Form or equivalent (see attached).

**** The following procedure will be exclusively used for the submission of employee grievances to the Employer under the Article:

A. Informal Employee Grievance Procedure.

An employee or the exclusive representative of the bargaining unit employee initiating a grievance should first bring it to the attention of the first level supervisor as soon as possible but not later than fourteen (14) calendar days from the date that the incident or circumstances occurred, or after the Union or the employee became aware of it.

- (1) An employee initiating an informal grievance may request the assistance of a designated Union representative in preparing the informal grievance. A grievant or union representative will inform the supervisor of the grievance and may request the assistance of the designated Union representative so that arrangements may be made to informally discuss the grievance. The supervisor will release the employee to confer with the Union representative after said request.
- (2) A grievant and the designated representative will be allowed a reasonable amount of duty/official time, if in a duty status, in privacy to prepare for the informal discussion of the grievance. The grievance shall then be discussed among the grievant, the designated Union representative, the first level supervisor, and/or any other person(s) necessary for resolution. However, if upon being informed of the nature of the grievance pursuant to paragraph (1) above the first level supervisor determines that it is not within his or her authority to resolve the matter, the supervisor will issue written notice to the employee and will make arrangements with the appropriate Employer official with requisite authority to informally discuss the grievance with the employee and the designated representative following the above discussion.
- (3) If the matter is not satisfactorily resolved through informal discussion(s) a written decision will be issued to the grievant and/or representative by the first level supervisor (or other Employer official as appropriate), within fourteen (14) calendar days of the final informal discussion.

Note: The ADR and/or mediation procedures may be implemented at this time in accordance with paragraph B of this section or the grievant may proceed to Step 1, Formal Employee Grievance Procedure, in accordance with paragraph C of this section.

B. Alternate Dispute Resolution (ADR)/Mediation Procedures:

The parties shall establish a one (1) year pilot Alternate Dispute Resolution Program (ADR). At the conclusion of the one (1) year pilot the ADR program shall be jointly reviewed and if parties are unable to agree on whether it should be continued the matter may be submitted to the Federal Services Impasse Panel (FSIP) with the pilot remaining in effect during the impasse proceedings.

The parties agree that ADR may be an effective method of resolving grievances efficiently and economically by using the Hanscom AFB ADR plan or a mutually agreed to objective third party to help the parties gain mutually acceptable grievance resolutions.

- (1) The parties agree that the ADR process is a supplement to, not a substitute for, the contractual grievance procedure.
- (2) All matters subject to the negotiated grievance procedure are appropriate for inclusion in the ADR process.
- (3) The grievant, and any witnesses, are entitled (on duty time) to be present at the ADR session. The ADR session will not take the format of a formal hearing.
- (4) Contractual time limits shall be extended to permit grievances to proceed to the Step 1, Formal Employee Grievance Procedure. Should ADR be unsuccessful, within seven (7) calendar days of completion of ADR, a written decision will be issued to the grievant and/or representative by the first level supervisor (or other Employer official as appropriate). This means that either party will have seven (7) calendar days from issuance of a written decision to proceed to the Step 1 level of the grievance procedure.
- (5) Proceedings before the ADR neutral will be informal. Rules of evidence will not apply. No record of the meetings will be made by either party.
- (6) The employee may be represented (on duty/official time) by the representatives of their choosing.
- (7) The parties may present a brief statement to the mediator stating the facts and issues supporting their concerns at the beginning of the mediation conference.
- (8) While the mediator will have no authority to impose a resolution of the grievance, either or both parties may request that the ADR neutral or mediator suggest a resolution or offer a recommendation to the parties. The ADR neutral will have the authority to meet separately with both parties. The ADR neutral may not become a party to any subsequent proceeding should ADR fail.
- (9) Grievances not resolved through ADR may proceed to the mediation phase of the negotiated grievance procedure. Nothing said or done by the ADR neutral during the ADR session may be used or referred to during any further proceedings.
- (10) Any and all materials presented to the ADR neutral will be returned to the party presenting the materials at the termination of the ADR session.
- (11) ADR sessions will normally occur within thirty (30) calendar days of a request at a location which is agreeable to the parties and the ADR neutral.
- (12) Costs associated with ADR will be borne by the employer.

C. Step 1. Formal Employee Grievance Procedure

- (1) Grievances over discipline taken under Article 4 (suspensions and removals), reductions in grade, or other grievances not resolved via the informal employee grievance procedure will be processed by the employee or designated representative. The grievance must be received by the Employer's Labor Relations Office within fourteen (14) calendar days of the response to the informal employee grievance or completion of the mediation procedure, whichever occurs last. The designated official in the organization to whom the grievance is referred for resolution must not be the official who took the action or who was involved in an attempt at resolution.
- (2) Within seven (7) calendar days of receipt of the grievance, the parties will meet to discuss the matter, unless otherwise mutually agreed.
- (3) Within ten (10) calendar days of the date of that meeting, if one is held, or fourteen (14) calendar days from the date of the filing of the grievance, the designated Employer representative will render his written decision on the grievance. Rationales for grievance decisions will be provided commensurate with the issues framed in the grievance. Said decision will be sent to the grievant representative and the grievant at the address identified on the Grievance Complaint Form.

D. Step 2. Formal Employee Grievance Procedure

- (1) If the Employer denies the grievance at Step 1, the grievant will appeal the decision to their respective wing commander/director or director of staff in the case of ESC staff. The grievance must be received by the Employer's Labor Relations Office within fourteen (14) calendar days of receipt of the written Step 1 decision or the date the decision was due.
- (2) The respective wing commander/director or director of staff in the case of ESC staff, of grievant will schedule a meeting with the grievant and the designated representative. Within seven (7) calendar days of the date of the meeting, or within fourteen (14) calendar days of the date the grievance was filed at Step 2, whichever occurs last, the respective wing commander/director or director of staff in the case of ESC staff of grievant will render a decision in writing to the grievant and representative at the addresses listed. Such decision will constitute the wing commander/director final decision on the grievance for purposes of invoking arbitration in accordance with Article 6.

SECTION 5.08: GRIEVANCES SUBMITTED BY THE UNION OR EMPLOYER

A grievance may be submitted by the Union on behalf of the Union itself. A Union grievance must be submitted in writing by a Union Officer to the Employer's Labor Relations Office. Employer grievances must be submitted in writing from the respective wing commander/director or director of staff in the case of ESC staff via the Employer's Labor Relations Office, to the Local President or designee. For such grievances between the Employer and the Union, the following procedures apply:

- A. Within fourteen (14) calendar days of the incident or knowledge of the incident, the aggrieved party must file a written grievance with the party alleged to have violated this Agreement or the provisions related thereto as outlined in paragraph 5.01 by stating the basis for the grievance and the remedy sought.
- B. The parties will meet informally to discuss and attempt to resolve the matter unless mutually agreed otherwise.
- C. Within ten (10) calendar days of the date of that meeting, if one is held, or fourteen (14) calendar days from the date of the filing of the grievance the responding party will issue a final decision in the matter. If the matter is not resolved the aggrieved party may invoke Step 2 of Grievance Procedure or ADR. Questions of grievability/arbitrability must be raised at this point in accordance with Section 5.03. The NAGE Local R1-8 President or designee, the respective wing commander/director or director of staff in the case of ESC staff is authorized to file, receive and/or respond to grievances for the Union and the Employer respectively.

SECTION 5.09: MERIT PROMOTION PROGRAM GRIEVANCES

The procedures in Section 5.07 will be followed. When the grievance of an employee concerns an attempt to obtain a position through the Merit Promotion Program and the grievant supervisor does not have the means to grant relief, the grievance may be filed directly with the Human Resources Officer (HRO) within fourteen (14) calendar days of the employee being notified of the action giving rise to the grievance. The HRO will review the grievance and determine whether he or she can adjust the grievance in a manner acceptable to the employee. The HRO will furnish a decision to the employee, in writing, within fourteen (14) calendar days after receipt of the grievance. The decision of the HRO, if not satisfactory to the grievant, may be addressed via ADR and then Step 2 of the Formal Employee Grievance Procedure.

SECTION 5.10: WITNESSES

Employees will be made available as witnesses at any step and will not suffer loss of pay or charge to leave while they are serving in that capacity if otherwise in a duty status.

NAGE GRIEVANCE COMPLAINT FORM

NAME: Jones, Laura T.
(Last, First, Middle Initial)

OFFICE SYMBOL: ESC/AA **OFFICE PHONE:** (617) 846-5800

OCCUPATION: Principal Clerk **GRADE OR TITLE:** Job Group 10

NATURE OF COMPLAINT: On May 21, 2007, I was suspended for a period of three (3) working days by Superintendent Joseph Smith. This action was taken against me without just cause in violation of Article 75 (Discipline Arbitration and Grievance Procedure, Arbitration of Disciplinary Action) of the contract.

RESOLUTION DESIRED: That the unjustified three (3) day suspension be expunged from my personnel record and that I receive any pay or other benefits lost as a result of said suspension.

SIGNATURE OF EMPLOYEE/DATE SIGNATURE OF UNION OFFICIAL/DATE

LAURA T. JONES / EUGENE GRIMES

EXAMPLE (FRONT)

ARTICLE 6

ARBITRATION

SECTION 6.01: INVOKING ARBITRATION

A. General: Except as modified for matters referred for expedited arbitration, the following procedures apply:

B. If a grievance is not resolved through the Negotiated Grievance Procedure, the Union or Employer may, within fourteen (14) calendar days of the final decision, or in the absence of a final decision the day a decision was due, invoke arbitration by mailing to the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) with a copy to the other party, the appropriate form/letter requesting a panel of seven (7) arbitrators, unless another number is mutually agreed to. A brief statement of the nature of the issue in dispute and any other special requirements should accompany the request, to enable the Service to submit the names of arbitrators qualified for the issues involved.

C. Where the Union is the moving party the Local President or his designated representative may invoke arbitration by sending a copy of the FMCS/AAA form/letter to the activity Labor Relations Officer, or designee. Where the Employer is the moving activity, the decision authority at Step 2 of the formal grievance process or their designee may invoke arbitration by sending a copy of the FMCS/AAA form/letter to the Local President or designee.

SECTION 6.02: SELECTION OF ARBITRATOR

A. Within fourteen (14) calendar days of receipt of said list from FMCS/AAA, representatives of the parties will meet to select an impartial arbitrator. Failing to reach agreement on one of the names on the list, representatives of the Union and the Employer will alternately strike one arbitrator's name from the list of seven arbitrators until only one name remains. Initial striking will be determined by chance. The remaining name will be the duly selected arbitrator, unless both parties agree to reconsider the results of the process.

B. Except for issues involving statutory appeals, if a party refuses to participate in the selection of an arbitrator, the FMCS/AAA will be empowered to make a direct designation of an arbitrator in the case.

SECTION 6.03: DATE AND SITE OF ARBITRATION

A. Upon notification through FMCS/AAA to the arbitrator of selection, representatives of the Employer and the Union will jointly make arrangements for the hearing on a mutually acceptable date. The parties will make every effort to schedule arbitration hearings arising there under within thirty (30) calendar days of notification by the selected arbitrator of his availability.

B. The arbitration over employee grievances will take place at the installation where the employee works, unless otherwise mutually agreed.

C. The arbitration hearing will be held in facilities provided by the Employer during the normal working hours. Either party may make arrangements to document the hearing procedures.

SECTION 6.04: ARBITRATOR FEES AND EXPENSES

The fee and expense of the arbitrator will be borne by the losing party. In the case that neither party's remedy is accepted the arbitrator's costs will be borne equally by both parties unless amended by virtue of a written agreement or settlement.

SECTION 6.05: QUESTIONS OF GRIEVABILITY/ARBITRABILITY

The arbitrator will have the authority to make all grievability and/or arbitrability determinations. Questions of arbitrability involving the applicability of statutory appeals may be submitted to an arbitrator by brief, and decided prior to a hearing, unless otherwise mutually agreed upon. If the arbitrator determines there is a reasonable basis that the issue is arbitrable, he or she will hear the merits of the underlying grievance and decide the issues together. Upon mutual agreement of the parties, such threshold issues may be submitted to the arbitrator by brief, and decided prior to a hearing on the merits of the underlying grievance.

SECTION 6.06: PROCEEDINGS--ARBITRATOR'S AUTHORITY--AWARD

A. The arbitrator's authority is limited to deciding only the issue or issues considered in the formal grievance. If the parties fail to agree on a joint stipulation of the issue for arbitration, then each will submit a separate stipulation and the arbitrator will determine the issue or issues to be heard. The arbitrator is empowered to fashion an appropriate remedy consistent with the terms of this contract and in accordance with applicable law, statute, or code. Either side reserves the right to present their positions to the arbitrator.

B. The order of proceedings will be determined by the arbitrator.

C. The arbitrator will be requested to render a decision as quickly as possible, but not later than thirty (30) calendar days after the conclusion of the hearing unless an extension is requested by the arbitrator and/or the parties mutually agree to extend this time limit.

D. The arbitrator's award will be binding on the parties and implemented upon receipt, unless appealed and stayed. Either party may file exceptions to the arbitrator's award in accordance with the CSRA.

E. Any dispute over the application or interpretation of an arbitrator's award, including remanded awards, will be returned to the arbitrator for settlement.

SECTION 6.07: WITNESSES

A. The Employer agrees that requested witnesses will be excused from duty to provide testimony in arbitration hearings arising under this Article. Such employees will not suffer loss of pay or charge to leave.

B. The parties must exchange written witness lists with a brief explanation of what the witness will be attesting to no later than fourteen (14) calendar days prior to the scheduled date of the hearing. Either side's representative may interview the other party's witnesses on the witness list provided the witness consents to be interviewed, the other side's representative is present, and the witness is first advised that the party seeking the interview will not take any act of reprisal against the witness based upon the testimony given or if the witness decides to not be interviewed in preparation for a third party hearing.

C. The contact to determine whether the witness consents to be interviewed will normally be by telephone.

SECTION 6.08: EXPEDITED ARBITRATION

A. Invoking Expedited Arbitration: If the Union or the Employer wishes to invoke expedited arbitration, the moving party (in accordance with Section 6.01) must present to the activity Labor Relations Office a copy of the FMCS/AAA form/letter for expedited arbitration within seven (7) calendar days of the Step 2 decision. Representatives of the Employee or the Union will jointly arrange for a hearing to be held on a mutually acceptable date. This will be strictly complied with and enforced. The hearing must be held within thirty (30) calendar days of receipt of the written request to invoke expedited arbitration. Time limits may be extended by mutual agreement of the Employer and the Union. Mutual agreement must be in writing and signed by the Local Union President, or a designated representative, and the Employer's Labor Relations Officer, or a designated representative.

B. Conduct of Hearing: The arbitrator must render a written award postmarked not later than seven (7) calendar days after the conclusion of the hearing.

ARTICLE 7

DUES WITHHOLDING

SECTION 7.01: AUTHORIZATION

Members of the Union who are in the exclusive bargaining unit may authorize payroll deductions of regular, periodic dues by voluntarily executing Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues." Effective date of such request will be set forth in Section 7.06 below.

SECTION 7.02: INITIATING AND CANCELING DUES

An allotment may be submitted to the Labor Relations Office at any time. Members of the Union who are in the exclusive bargaining unit and who have voluntarily authorized Union dues withholding may cancel payroll deductions of said dues by voluntarily executing a Standard Form 1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues." Where such forms are unavailable or where the employee declines to use such form, a written, signed, and dated statement from the employee will be sufficient. SF 1188 or such written revocation will be forwarded to the Labor Relations Office to which the employee is permanently assigned. Effective date of such revocation will be as set forth in Section 7.06B below.

SECTION 7.03: CRITERIA FOR NONELIGIBILITY

A member of the Union who is in the exclusive bargaining unit will cease to be eligible for dues withholding under this Article if any of the following situations arise:

- A. He or she ceases to be a member in good standing of the Union; or
- B. He or she ceases to be part of the exclusive bargaining unit (for example, by permanent assignment to a position outside the unit, separation, etc.); or
- C. He or she fails to receive sufficient compensation to cover the total amount of the allotment.

SECTION 7.04: UNION RESPONSIBILITIES

A. The Union may publish at no expense, in both the Bulletin and Hansconian, on a quarterly basis, information advising bargaining unit employees of the procedures and time periods for starting and terminating dues withholding as set forth in Section 7.06A and B.

B. The Union agrees to assume responsibility for purchasing and distributing to its members SF 1187, and assuring members return completed forms to the Union.

C. The Union agrees to notify the Labor Relations Office in writing of:

- (1) The names and titles of officials authorized to make the necessary certification of SF 1187 in accordance with this Agreement;
- (2) The name, title, and address of the organization to which remittance should be sent, including how the check should be made out;
- (3) Any change in the amount of membership dues; and
- (4) The name of any employee who has been expelled or ceases to be a member in good standing in the Union within ten calendar days of such final determination.

D. The Union agrees to assume responsibility for forwarding properly executed and certified SF 1187 to the Labor Relations Office on a timely basis.

E. The Union agrees to promptly forward an employee's revocation on SF 1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues," to the Financial Management Office when such revocation is submitted to the Union.

SECTION 7.05: EMPLOYER RESPONSIBILITIES

A. The Employer will be responsible for insuring that the Financial Management Office will:

- (1) Permit and process voluntary allotments of dues in accordance with this Article;
- (2) Withhold employee dues on a biweekly basis;
- (3) Provide the following information on the remittance listing to the Union local designee:
 - (a) The name of each unit employee for whom a deduction is made during the current pay period, plus the name of each unit employee for whom authorizations were applicable in the previous pay period but for whom amounts are not being deducted in the current pay period.
 - (b) For each unit employee the following information will be given to the Union local designee:
 1. Amount withheld for each unit employee.
 2. Identification of employees who have submitted revocation of allotment (SF 1188) with the effective date of final deduction.

3. Identification of employees for whom allotments have been temporarily or permanently stopped and reasons therefore (e.g., no deduction because employee's compensation was insufficient to permit a deduction, no deduction because employee has been separated, transferred, or reassigned outside the unit recognized as covered by the agreement to withhold dues, etc.).
4. The amount deducted.

B. The Employer will be responsible for insuring that the Human Resources Office will notify an employee submitting an SF 1187 when that employee is not eligible for an allotment because he or she is not included under the recognition on which this Agreement is based. The Union will be notified of non eligible determination (with name, organization, location title) to review that determination and inquire if they would like to individually remit dues payment.

C. The Employer will designate supply points for employees in the bargaining units to get SF 1188.

D. The Employer will be responsible for timely discontinuance of dues withholding of employees who are separated, transferred, promoted, or otherwise reassigned outside the bargaining unit covered by this Agreement.

SECTION 7.06: EFFECTIVE DATES FOR DUES WITHHOLDING ACTIONS

<u>ACTION</u>	<u>EFFECTIVE DATE</u>
A. Starting dues withholding.	Beginning of the first pay period after date of receipt of properly executed and certified SF 1187 by the Financial Management Office.
B. Revocation of dues by employee.	Dues may be revoked on applicable date indicated below: <ol style="list-style-type: none"> 1. The employee must have been paying dues for a minimum of one year. 2. Revocation is not effective until the start of the first full pay period beginning after 1 March of each year if revocation is received in the Financial Management Office prior to 1 March.
C. Termination due to loss of membership in good standing.	Beginning of the first pay period after date of receipt of notification by the Financial Management Office.
D. Termination due to loss of exclusive	Beginning of the first pay period following loss of

recognition on which allotment is based, or termination by an appropriate authority outside the Department of Defense.

recognition.

E. Termination due to separation or movement outside unit of recognition

1. If action is effective the first day of a pay period, termination of the allotment will be at the end of the preceding pay period.

2. If action is effective on any day other than the first day of a pay period, termination of allotment will automatically be at the end of the pay period.

F. Termination due to employee non eligibility for dues withholding.

Beginning of the first pay period after the date of receipt of notification in the Financial Management Office.

SECTION 7.07: CHANGES IN DUES AMOUNTS

Each Union local may change the amount of membership dues deducted per employee. The president of the Union local at the activity shall forward a certification to the activity Financial Management Office indicating that the amount of dues has changed; such certificate must be received at least fourteen (14) calendar workdays prior to the first day of the pay period in which such change is to be effective. Changes will become effective the first full pay period after timely receipt by the activity Financial Management Office, or on a later date if specified by the Union.

SECTION 7.08: ADMINISTRATIVE ERRORS

A. The Employer may recoup money from the Union dues remittance payments.

B. In the event that a member's dues deduction authorization is terminated by said member leaving the bargaining unit, and the Employer erroneously fails to immediately terminate said deduction, the Employer will terminate said deduction upon learning of the error.

C. The Employer will start dues deductions effective on the pay period following the submission of SF Form 1187 as required by Section 7.01 above. In the event of an administration error in the starting of such dues deductions, the one-year period for such deductions will begin on the date such error is corrected.

D. In the event the Employer erroneously pays moneys to the Union as a result of any arithmetic or computer error, the Union shall promptly return said funds to the Employer. Errors resulting from dues incorrectly collected will not fall within this requirement.

E. Deductions will not be made for an employee who has been in a non pay status for a pay period.

SECTION 7.09: PROVISIONS OF 5 USC SECTION 7102

Nothing in this Agreement shall require an employee to become or remain a member of the Union or to pay money to the Union except pursuant to a voluntary written authorization by an eligible member of the Union for payment of dues through the payroll deduction procedures set forth above or by voluntary cash dues payment by a member.

SECTION 7.10: REMITTANCE OF DUE MONEY

The Employer will remit dues deductions moneys to the Union.

ARTICLE 8

COMMUNICATIONS

SECTION 8.01 : GENERAL

A. It is agreed that matters appropriate for discussion and negotiation between the parties are personnel policies and practices and all matters related to the working conditions of employees in the Unit.

B. A representative of the Union will have the right to be present at any formal discussion of personnel management policy matters between the Employer and an employee or employees represented in the units.

C. The Employer agrees to give the Union timely notice (normally thirty (30) calendar days) of proposed change in existing personnel policies and/or practices and matters affecting working conditions in order to provide reasonable opportunity for the Union to request appropriate impact and implementation bargaining on these changes prior to implementation. If any new personnel policy and/or practices and matters affecting working conditions are proposed during the life of this Agreement, notification procedures as specified above will apply. This includes all matters covered or not covered by this agreement.

1. The Employer and the Union will use best efforts to respond to correspondence within ten (10) calendar days of receipt. If this is not possible the responding party will notify the initiating party within the ten (10)-calendar-day period of:

(a) the reason(s) for inability to respond within ten (10) calendar days, and

(b) the anticipated date on or before which a response can be expected.

2. Both parties agree that when negotiations are required, they will establish procedures for those negotiations.

SECTION 8.02: ACCESS TO REQUESTED INFORMATION

Within ten (10) calendar days of a request for information not otherwise addressed in this agreement, the Employer will make information available to the Union in accordance with law, statute, or code. If this is not possible, the responding party will notify the initiating party within the ten (10) calendar days of the inability to respond within the ten (10) calendar days.

ARTICLE 9

PRODUCTIVITY

SECTION 9.01: GENERAL

The parties agree that they will work cooperatively to assure the improvement of the quality of the working environment and increase productivity.

SECTION 9.02: JOB ENRICHMENT

When the Employer undertakes job enrichment projects which result in significant alteration of duties, it will promptly rewrite position descriptions/Coredoc to reflect the work performed. Revised position descriptions/Coredocs and job classifications will be in accordance with OPM classification standards.

SECTION 9.03: INCENTIVE PROGRAM

The parties recognize that employees should be encouraged to improve productivity at all times. Upon review and approval of each performance appraisal or suggestion, the Employer may provide financial incentives and awards.

ARTICLE 10

MERIT PROMOTION

SECTION 10.01: GENERAL

It is agreed that the Employer will use the skills and abilities of bargaining unit employees to the maximum extent possible consistent with merit principles and applicable laws, statute, or code. All actions under this Article will be made without regard to lawful political affiliation or non-affiliation, marital status, race, color, sex, national origin, non disqualifying disability, sexual orientation, status as a parent, age, or other no-merit factors.

SECTION 10.02: SCOPE AND COVERAGE OF ARTICLE

This Article applies to positions within the bargaining unit that are filled by merit promotion procedures. Bargaining unit employees will be considered for all positions for which they are eligible in accordance with applicable law, statute, or code, except employees encumbering formal trainee or apprentice type positions. Consideration will be given to all eligible employees applying for or identified for promotion consideration as required by applicable merit promotion law, statute, or code.

SECTION 10.03: IDENTIFYING CANDIDATES

- A. Employees will request consideration for vacancies by self-nomination through an automated system (USA Jobs). Job listings may be obtained on the USA Jobs website. Employees must self-nominate at the USA Jobs website for posted vacancies by the closing date of the vacancy announcement. Employee may request consideration for promotion, reassignment, or change to lower grade by self-nomination.
- B. Vacancy announcements will be advertised on the USA Jobs web site for a minimum of five (5) work days. Management will provide Employees access to the USA Jobs web site at their duty location.
- C. All eligible employees who self-nominate will be evaluated through a records review process that identifies those who are best qualified based on the Job Analysis/Promotion Plan Pattern. Employees will be provided status of their self-nomination through the USA Jobs web site. Management will notify in writing all employees referred for vacancies of their non-selection. Employees are highly encouraged to request an outbriefing if desired. Employee requests for an outbrief will not be unduly denied.
- D. Employees may obtain a copy of their career brief by accessing the AF Secure web site at any time. Corrections or updates to their records must be accomplished using local procedures.

SECTION 10.04: CONTENT OF VACANCY ANNOUNCEMENTS

The vacancy announcement content will meet OPM and AFPC requirements.

SECTION 10.05: NON COMPETITIVE/COMPETITIVE PROCEDURES

Except where otherwise governed by the terms of this Agreement, non competitive promotions will be accomplished in accordance with law, statute, and code. Competitive promotions will be based on merit related factors and will be accomplished within applicable directives.

SECTION 10.06: AREA OF CONSIDERATION

That area in which the Employer makes an intensive search for qualified applicants using a competitive merit promotion process is the area of consideration. The area of consideration is DoD-wide for bargaining unit positions being filled on a permanent basis.

SECTION 10.07: EVALUATION OF CANDIDATES

Candidates for competitive promotion will be screened and evaluated in accordance with applicable law, statute, or code. Candidates who met basic eligibility and minimum qualification requirements as set forth by law, statute, or code will be subsequently evaluated in terms of evaluation factors established by the Promotion Plan Templates.

- A. The Promotion Plan Templates is a description of the specific qualifying skills and educational requirements by which employees are screened and evaluated for particular vacancies.
- B. Templates will be valid and job-related in accordance with the requirements of the OPM Qualifications Standards and other applicable law, statute, or code. The Templates will be consistent for identical positions.
- C. Templates will be maintained at the Air Force Personnel Center (AFPC). Copies of a template will be made available to employees and Union upon request. Employees will not be screened, evaluated, or non-selected on the basis of factors that are not job-related.

SECTION 10.08: TIE BREAKING BY SENIORITY

Where ties exist among top candidates on a promotion certificate during and after application of appropriate evaluation and ranking factors, such ties will be broken by seniority (Service Computation Date), with the more senior employee(s) included on the certificate. If ties still exist, they will be broken by longest seniority within the organization where the vacancy exists.

SECTION 10.09: INTERVIEWS

A. When a referral certificate is issued, the selecting official must, as a minimum, review the experience, training and competencies of all those referred. After the selection official has applied their screening criteria, and identified a group of applicants for further consideration, those bargaining employees meeting that criteria must be interviewed. If a candidate is unavailable for an interview, the selecting Employer official will consider the candidate by telephone. If the employer does not interview all bargaining unit candidates that meet further screening criteria, the reasons for not interviewing will be documented.

B. For those candidates interviewed, the same interview questions will be used and all questions used in a selection interview must be job related and tied to competencies and other appropriate selection criteria identified in the core personnel document or template.

SECTION 10.10: ACCESS TO PROMOTION INFORMATION

Employees or their designated representative may request information normally kept in the course of normal business concerning specific promotion actions in which they are individually affected. This information will be made available to the employee and his or her Union representative upon request to the servicing Civilian Personnel Office where the action occurred.

SECTION 10.11: POST-AUDIT OF PROMOTION ACTIONS

To the extent permitted by law, statute, or code the Union may post-audit a promotion action.

SECTION 10.12: NONCOMPETITIVE PROMOTION

A. Employees who have competed and were selected for positions with known promotion potential will be promoted when the following conditions are met:

1. Employee has been fully trained to perform the duties of the targeted or next higher grade.
2. The employee has appropriate length and type of experience required by law, statute, or code and time-in-grade if applicable (GS employees).
3. Work is available at the next higher or targeted grade level.
4. A promotion classification review, when required, verifies that the duty assignment is commensurate with the next higher or targeted grade.

B. The promotion would be effected at the beginning of the appropriate pay period following the Civilian Personnel Office certification that the above conditions have been met.

C. Certification by the supervisor and other Employer personnel required by this article will not be unreasonably delayed.

ARTICLE 11

TEMPORARY PROMOTION

SECTION 11.01: TEMPORARY PROMOTIONS

Temporary promotion of more than one hundred twenty (120) days will be subject to merit promotion procedures.

SECTION 11.02: EFFECTIVE DATE

Temporary promotion(s) and compensation will begin upon the effective date of the Official Personnel Action (SF 50), established by AFPC.

ARTICLE 12

RE-PROMOTION OF DOWNGRADED EMPLOYEES

SECTION 12.01: PRIORITY CONSIDERATION

A. Employees who have been downgraded without personal cause and not at their own request while serving under a career or career-conditional appointment (or one of equivalent tenure) will be entitled to priority referral and consideration prior to filling the vacancy through competitive procedures. Such employees will be entitled to priority referral and consideration only to vacancies for which the downgraded employee is qualified up to the grade level or the equivalent level of the position from which downgraded. Qualified re-promotion eligibles will be determined by the appropriate progression level as identified in the Promotion Pattern. Employee will receive priority referral and selection consideration in accordance with Table 2.3 Referral and Selection Priorities, AFM 36-203.

B. The Employer agrees to review Union identified inequities/problems concerning the re-promotion of downgraded employees.

SECTION 12.02: REFERRAL CANDIDATES

Qualified downgraded employees determined to have local priority will be referred to the selecting official before a competitive promotion certificate is issued and before referral of other candidates not entitled to preferred placement by applicable law, statute, or code (for example, reassignment eligible).

SECTION 12.03: SELECTION

If the list of local downgraded employees contains one (1) or more qualified repromotion eligibles, selection from among those eligibles will be mandatory unless persuasive reasons for non-selection are provided in writing to the Director of Civilian Personnel or his or her designee. A repromotion eligible who declines consideration or selection is removed from consideration at the grade or lower grades.

ARTICLE 13

EMPLOYEE PERFORMANCE

SECTION 13.01: GENERAL

A. The parties recognize that increased productivity benefits both employees and the Employer under pay-for-performance principles. The Employer will encourage employee productivity through employee recognition. The Union and Employer will mutually strive to enhance productivity through improving and maintaining a quality working environment.

B. This program will be administered in accordance with AFI 36-1001, Managing the Civilian Performance Program, in effect the date of the execution of this agreement, without regard to race, color, religion, sex, national origin, age, physical or mental handicap, or disability. Required or predetermined distributions of performance ratings because of funding limitations or any other reasons are prohibited.

C. The Union and Employer agree that the rating system defined under the provisions of the above referenced AFI 36-1001 is effective the date of this agreement. The Employer agrees that it will not substitute future changes in the method of review of annual performance appraisal without first notifying the Union and affording it an opportunity to consult and negotiate on impact and implementation of such change.

SECTION 13.02: PERFORMANCE EVALUATION

A. The purpose of this article is to establish the basis for evaluating employees. Such ratings will be used for such things as:

- (1) Competitive in-service placement actions including promotion.
- (2) Selection for training that results in enhancement of career growth.
- (3) Within grade increases.
- (4) Performance awards.
- (5) RIF.

B. Employees will be given a copy of their position description and performance plan or core document normally within thirty (30) calendar days from entry into a new position or any time changes are made to the performance elements and/or standards. Employees will also receive a copy of their performance plan on an annual basis, upon request.

C. **Critical element** means a component of a position consisting of one or more duties and responsibilities that contributes toward accomplishing organizational goals and objectives and which is of such importance that unacceptable performance on the element would result in unacceptable performance in the position.

D. **Performance standard** means the management approved expression of the performance threshold(s), requirement(s), or expectation(s) that must be met to be appraised at a particular level of performance. A performance standard will include, but is not limited to, factors such as quality, quantity, timeliness, and manner of performance. Performance standards, as applied, should be observable, attainable, reasonable, and exceedable. Performance standards are used to measure the performance of the employee against the elements in the performance plan. A performance standard recognizes the degree of difficulty and reflects the consequences of the work outcome to the organization. All performance standards for each performance element, as applied, must be reasonable, relevant, equitable, achievable, and defined in terms that are applied in a fair and valid manner. It is the supervisor's responsibility to ascertain that the requirements are fully understood by his or her subordinates.

E. The immediate supervisor or designee will maintain the Supervisor's Employee Work Folder that is a set of records used in managing the performance of employees. Designees must be designated in writing. The Supervisor's Employee Work Folder is the supervisor's annotated record on each employee. Any document or entry reflecting negatively on an employee's performance shall be reviewed and may be initialed by the employee before being placed in his or her Supervisor's Employee Work Folder. Any such entry will be reviewed with the employee for removal or erasure after one (1) year. The Employer agrees to comply with the provisions of the Privacy Act in the performance of daily functions. Any employee record maintained by a supervisor (for example, Supervisor's Employee Work Folder) will only be maintained in accordance with appropriate laws. Access to the Supervisor's Employee Work Folder will be limited to the employee concerned and persons having an official need to know. Any violation of this Article may be grieved and will be adjusted in accordance with the provisions of appropriate laws, statutes, codes or applicable AF instructions.

F. After the establishment of the Performance Plan, supervisors and employees will periodically meet to discuss and assess performance on the basis of the elements and standards of the Performance Plan (including suggestions for improvement, changes to the Performance Plan, etc). Performance evaluation discussions will be held on a quarterly basis. The supervisor and employee may meet on a more frequent basis if deemed necessary by either party. If changes to the Performance Plan result from these discussions, the employee, supervisor, and reviewing official will initial the changes and a copy will be provided to the employee. Such discussions will be annotated in the Supervisor's Employee Work Folder for use in the employee's annual performance evaluation. The Employer will make a sincere effort to assist an employee to maximize their job performance in accordance with their performance plan and note any such efforts in the Supervisor's Employee Work folder. A Union representative may be present at such discussions at the employee's request.

G. A rating of unacceptable performance should not be based on an isolated example unless specifically identified in the performance plan. Adverse comments relating to an unacceptable performance rating made by a supervisor must be supported by appropriate and factual examples giving dates, incidents, etc. Such adverse comments will be documented and/or posted in the supervisor's work folder. No derogatory material of any nature that might reflect adversely upon an employee's character or government career will be placed in his or her official personnel folder or any other file without his or her knowledge except as may be required by applicable law, statute, code, or executive order.

H. If the rating official changes or departs during the rating period and has supervised an employee for ninety (90) calendar days or more, the losing supervisor prepares information concerning performance and forwards to or leaves for the new supervisor. If the employee changes position or departs during the rating period and has been under the supervision for ninety (90) calendar days or more an "informational" (close-out) appraisal will be accomplished and a discussion held with the employee before the change occurs. This will not be considered a rating of record for official purposes. The "informational" appraisal will remain in the Supervisor's Employee Work Folder and serve as information to the new supervisor. If the rating official changes or departs during the rating period and has supervised the employee for less than ninety (90) calendar days, the performance plan and documentation of performance discussions will be transferred to the new supervisor. If the employee changes position or departs and has been supervised for less than 90 calendar days, the performance plan and documentation of performance discussions will be transferred to the new supervisor. New employees (new appointed, reinstated, transferred from another agency) are assumed to possess an entrance appraisal of "fully successful." Employees will not be barred from promotion consideration during this period but will compete with an assumed acceptable rating.

I. Employees, upon request, will be provided the opportunity to discuss their performance at any time.

J. The employee's annual rating will be the result of the application of the standards against elements as described above. The annual rating will be in writing with a copy provided to the employee.

K. Employees are allowed and encouraged to provide ideas, comments, or recommendations relating to performance elements and standards to supervisors for consideration in developing the performance plan prior to the completion of the plan. At the time a performance plan is issued, employees will be given the opportunity to review and discuss the performance elements and standards with the supervisor including the consideration that was given their input and recommendations. It is recognized that the final determination of performance elements and performance standards rests with the Employer, but that they must be determined/established in accordance with all appropriate laws, statutes, or codes.

L. An employee may grieve their overall rating under the NGP.

SECTION 13.03: EMPLOYEE INPUT

A. Input by employees regarding their performance plan will be given full and thorough consideration by their supervisors. The established standards and elements shall be put into writing on AF 860 or core document and signed by the rating official, and reviewing official.

B. The supervisor accomplishing the annual performance rating will present a copy of the completed document immediately to the evaluated employee after all required signatures have been obtained. Delays in excess of five (5) calendar days may be considered unreasonable. If the performance rating is lower than the previous rating and the employee is in the same job under the same supervisor, the reasons for the lower rating should have been given to the employee during the quarterly performance discussion.

SECTION 13.04: PERFORMANCE RECOGNITION

A. The primary intent of this program is to recognize employee performance that exceeds the basic acceptable requirements of the performance standards. The particular type of recognition awarded will be determined by the Employer.

B. The Employer agrees that an employee detailed or temporarily assigned during the rating cycle or the use of official time for the Employer approved ancillary activities will not affect consideration of that employee to receive an award to the extent the employee is eligible to receive an award under law, statute, or code.

C. Supervisors will give employees fair consideration for awards commensurate with performance.

D. All cash awards that have been approved in accordance with law, statute, or code will be paid to the employee.

SECTION 13.05: PROPOSING OR TAKING ACTION BASED ON UNACCEPTABLE PERFORMANCE

A. To maintain a quality civilian workforce and encourage employees to strive for top performance, supervisors should take positive action when a performance problem is observed. If at any time during the performance appraisal cycle an employee's performance fails to meet established performance standards in one or more critical elements of the employee's performance plan, the supervisor will inform the employee when the problem is perceived. The supervisor shall notify the employee of the critical element(s) for which performance is unacceptable and inform the employee of the performance requirement(s) or standard(s) that must be met in order to demonstrate acceptable performance in his or her position. The Supervisor shall provide the employee, in writing, a clear understanding of how to meet performance requirements. The supervisor should also inform the employee that unless his or

her performance in the critical element(s) improves to and is sustained at an acceptable level, the employee may be:

- (1) Denied a Within Grade Increase.
- (2) Reassigned.
- (3) Reduced in Grade.
- (4) Removed.

B. For each critical element in which the employee's performance is unacceptable, the supervisor will afford the employee a reasonable opportunity (usually 30-60 days) to demonstrate acceptable performance, commensurate with the duties and responsibilities of the employee's position.

C. The supervisor will make reasonable efforts to help the employee improve performance during the opportunity period. This can include supervisory instruction and counseling, personal demonstration, peer coaching, frequent reporting, special assignments, on-the-job training, etc. Although not required by law, statute, or code, formal training may be provided.

D. Proposing Action Based on Unacceptable Performance.

- (1) Once an employee has been afforded a reasonable opportunity to demonstrate acceptable performance pursuant to paragraphs A and B, the Employer may propose actions commensurate with paragraph 13.05 A(1)(2)(3)(4).
- (2) If an employee has performed acceptably for one (1) year from the beginning of an opportunity to demonstrate acceptable performance (in the critical element(s) for which the employee was afforded an opportunity to demonstrate acceptable performance), and the employee's performance again becomes unacceptable, an additional opportunity to demonstrate acceptable performance will be provided to the employee before determining whether to propose a reduction in grade or a removal under this part.
- (3) An employee is entitled to the following pursuant to any proposed action:
 - (a) Advance Notice. The Employer will afford the employee a thirty (30)-calendar-day advanced notice of proposed action that identifies both specific instances of unacceptable performance by the employee on which the proposed action is based and the critical element(s) of the employee's performance plan involved in each instance of unacceptable performance. The Employer may extend this advance notice period for a period not to exceed thirty (30) calendar days. The Employer may extend this notice period further without OPM approval for the following reasons:

1. To obtain and/or evaluate medical information when the employee has raised a medical issue in the answer to a proposed action;
 2. To arrange for the employee's travel to make an oral reply to an appropriate official, or the travel of an Employer official to hear the employee's oral reply;
 3. To consider the employee's answer if an extension to the period for an answer has been granted (e.g., because of the employee's illness or incapacitation);
 4. To consider reasonable accommodation of a handicapping condition;
 5. To consider positions to which the employee might be reassigned or reduced in grade; or
- (b) If during the notice period, the employee demonstrates acceptable performance, the Employer may consider such performance and may rescind any notice of proposed action and may remove such records from the employee's files.
- (c) Opportunity to answer. The Employer will afford the employee a reasonable time to answer the agency's notice of proposed action orally and/or in writing.
- (d) Representation. The employer will allow the employee to be represented by an attorney or other representative. The Employer may, in accordance with law, statute and code, disallow as an employee's representative an individual whose activities as a representative would cause a conflict of interest or position or an employee whose release from his or her official position would give rise to unreasonable costs to the Government or whose priority work assignment precludes his or her release from official duties.

E. The Employer will make its final decision within thirty (30) calendar days after expiration of the advance notice period. In arriving at its decision, the Employer shall consider any answer of the employee and/or his or her representative furnished in response to the Employer's proposal. A decision to take action for unacceptable performance may be based on the unacceptable performance which required the performance improvement period. The Employer will issue written notice of its decision to the employee at least seven (7) calendar days before the time the action will be effective. Such notice will specify the instances of unacceptable performance by the employee on which the action is based and will inform the employee of any applicable appeal and/or grievance rights.

SECTION 13.06: WITHIN GRADE INCREASES

A. An eligible employee automatically receives the WGI when they complete the required waiting period, if they have not received an equivalent pay increase during the period, and if their last assigned rating was acceptable.

B. Prior to the date, normally 60 calendar days, an employee is eligible for a within grade increase, the Employer will review the job performance of the employee. If the Employer determines that the employee's performance has deteriorated to less than fully successful, the Employer will provide the following to the employee in writing:

1. A statement that the employee's performance is unacceptable, the WGI is being withheld.
2. The specific performance elements and standards that the employee is not fulfilling.
3. An explanation of what the employee must do to bring his/her performance level up to an acceptable level.
4. A statement of the employee's right to representation, reconsideration, and the right to review the performance file.

C. Denial of a within grade increase will be based solely on the employee's performance. Actual processing of the WGI will be in accordance with the guidelines in AFI 36-1001. An employee whose WGI has been withheld may ask for mediation. If the issue cannot be resolved through mediation the employee may file a written grievance at Step 1 of the Negotiated Grievance Procedure in accordance with Article 5 or file an appeal with the Merit Systems Protection Board (MSPB).

SECTION 13.07: CAREER LADDER PROMOTION

A. Prior to the date an employee is eligible for a career ladder promotion, the Employer will review the work of the employee. When a supervisor's review leads to the conclusion that the employee's work is less than at an acceptable level, the supervisor will provide to the employee in writing the following:

1. An explanation of those aspects of performance in which the employee falls below an acceptable level; and
2. Advice as to what the employee must do to bring the performance up to acceptable level.

B. If the employee's performance becomes acceptable, the notice given as provided above will be canceled and removed from the Employer's files. Only if the employee's performance has not improved sufficiently will the Employer notify the employee in writing that the career ladder promotion will be postponed pending fulfillment of all requirements. Absent of such notice, the

employee will receive the career ladder promotion when the time-in-grade regulatory and other local requirements (e.g., Individual Development Plans, SF 52's) are met. The notice, if necessary, will include reasons for the action and will also inform the employee of his or her right to request reconsideration by the next level supervisor and to file a grievance under the negotiated procedure.

SECTION 13.08: PERFORMANCE STUDIES

Studies relating to appraisals of unit employees will be brought to the attention of the Union for bargaining to the extent consonant with law.

SECTION 13.09: MEDICAL ISSUES

The Employer will allow an employee who wishes to raise a medical condition that may have contributed to his or her unacceptable performance to furnish medical documentation for the Employer's consideration. Whenever possible, the employee will supply this documentation following the supervisor's notification of unacceptable performance. Failure to supply medical documentation will not be cause for the Employer to delay appropriate action.

SECTION 13.10: EMPLOYEE ASSISTANCE

Prior to initiating an action against an employee based on unacceptable performance, the supervisor will consider the resources of the Employee Assistance Program.

ARTICLE 14

REDUCTION IN FORCE (RIF)

SECTION 14.01: NOTIFICATION REQUIREMENTS

- A. The Employer will promptly (within five [5] calendar days) notify the Union when it has been directed or proposes to conduct a reduction in force and/or transfer of function.
- B. The Employer agrees to provide the following information to the Union:
- (1) The reason for the RIF or transfer of function.
 - (2) The numbers, types, and grades of employees involved.
 - (3) The anticipated effective date of the action.
 - (4) Additional information requested by the Union will be released by the Employer when available and in accordance with applicable laws, statutes, or codes.
- C. The Union will have one member participating on the RIF team to provide valuable input into the process and to protect the interests of the bargaining unit.

SECTION 14.02: GOVERNING REGULATIONS

All reductions in force will be carried out in accordance with applicable laws, statutes, or codes.

SECTION 14.03: REDUCING IMPACT OF RIF

- A. In the event of a reduction in force, the Employer will review all personal fill actions (appointments, promotions, reassignments) to determine if the position(s) could be utilized as a placement opportunity for eligible affected employees. Existing vacancies will be utilized to the maximum extent possible to place employees in continuing positions prior to the effective date of the RIF in order to minimize adverse actions and reduce separations.
- B. The Employer will request Voluntary Early Retirement Authority (VERA) to allow early retirements and minimize impact on the work force.
- C. Employees may seek retirement information and assistance through the Air Force BEST Line and Web Site. The employer will conduct in-house retirement counseling.
- D. The commander or designee will notify the local Union President when one or more unit employees are identified to be reduced in-grade or separated by Reduction-in-Force.

SECTION 14.04: RIF PLACEMENT

- A. The Employer will make a maximum effort to waive qualification requirements in assignments to vacant positions during reductions in force.
- B. Employees whose qualification requirements were waived and placed in a position with different duties from those previously performed will receive job related training by the Employer.
- C. The Agency will not fill vacancies with candidates from outside the Agency during a RIF if there are qualified employees available who would be involuntarily separated.

SECTION 14.05: ACCESS TO INFORMATION

- A. Retention registers will be established and employees listed in order of their retention standing, tenure group, and subgroup.
- B. An employee affected by RIF or the designated representative has the right to inspect reduction in force records pertaining to the employee's individual action.

SECTION 14.06: RIF NOTICES

- A. The Employer must provide specific written notice to each employee affected by a change to lower grade or separation in a reduction in force at least sixty (60) calendar days prior to the effective date for less than fifty (50) employees and at least one hundred and twenty (120) calendar days for fifty (50) or more employees.
- B. The RIF notice must include the employee's competitive level, subgroup, service date, and the last three (3) annual performance ratings of record received during the last four (4) years; the place where the employee may inspect the laws, statutes, or codes and records; the reasons for proceeding out of order in retaining a lower-standing employee in the same competitive level; the information on reemployment rights; and the employee's right to grieve or appeal the agency's decision.

SECTION 14.07: SALARY RETENTION

Salary retention for affected employees will be allowed as provided for under appropriate law, statute, or code.

SECTION 14.08: UNEMPLOYMENT/REEMPLOYMENT ENTITLEMENTS

- A. The employer will determine from the appropriate State Employment Service(s) Connecticut, Maine, Massachusetts, New Hampshire, and Rhode Island, whether any affected employees may

be eligible for training at state and federal governmental expense, and if so, will inform the employees how to apply for such training.

B. The Employer will make available at the affected installation information/training sessions for the employees with various State Employment Services.

C. Any career or career conditional employee who is separated because of reduction in force will be placed on a re-employment priority list in accordance with applicable laws, statutes, or code and such employees will be given preference for rehiring in temporary and permanent positions for which they are qualified. It is understood that the acceptance of temporary employment will not alter an employees right to be non-competitively offered permanent employment at the highest grade held (or entitled to under priority placement) under the prior non temporary appointment.

SECTION 14.09: TEMPORARY ASSIGNMENTS DURING RIF

A. Temporary assignments necessary during reduction in force or transfer of function will be in accordance with Article 18 of this Agreement.

B. Employees on temporary assignment will not be released from the position of temporary assignment but rather the employee's permanent position.

SECTION 14.10: TRANSFER OF FUNCTION--RELOCATION EXPENSES

A. The Employer agrees to pay relocation expenses for employees relocated by transfer of function as allowable under appropriate law, statute, or code.

B. The Employer will grant official time to those employees moving as a result of reduction in force or transfer of function to the maximum extent allowed under appropriate law, statute, or code.

SECTION 14.11: EMPLOYEES WHO CHOOSE NOT TO TRANSFER

For employees who do not wish to transfer with their function, the Employer will make every effort to find a position within the competitive area to place the employee in accordance with mandatory placement priorities.

SECTION 14.12: INFORMATION UPDATE TO UNION

A. The Employer will at least every other week during which the RIF and/or transfer of function is active or incomplete update the Union on the status of the reduction in force and/or transfer of function.

B. Employees who are downgraded as a result of reduction in force will be entitled to appropriate priority promotional consideration in accordance with Article 12.

ARTICLE 15

POSITION CLASSIFICATION

SECTION 15.01: CONTENT OF POSITION DESCRIPTION

The purpose of a position description is to describe officially, for pay and classification purposes, the predominant skills and duties particular to a position. A position description does not list every duty an employee may be assigned, but reflects those duties that are series and grade controlling. Insofar as possible, for other duties assigned, incidental duties which are inappropriate to an employee's position and qualifications normally will be avoided by the employer.

SECTION 15.02: CHANGES TO POSITION DESCRIPTIONS

Position descriptions/Coredocs will be based upon the principal duties and responsibilities assigned to each position. Where the Employer requires a deviation from such standard position descriptions for a certain position(s), the position(s) will be classified according to the duties and responsibilities actually assigned and performed. Addenda, deletions, and amendments to position descriptions/Coredocs will be reviewed by a classifier or any designated employer representative, and change thereof recorded. Such review will be certified with the date and names of the supervisor and classifier and identification of affected positions. Such changes in position descriptions/Coredocs will be discussed with employees, and employees will be furnished a copy of the changed position description in a reasonable time prior to the effective date.

SECTION 15.03: COMPLAINTS OVER POSITION DESCRIPTIONS

~~Employees who feel that their position descriptions are inaccurate may meet and discuss this matter with their supervisors for clarification. When differences concerning the accuracy of a position description cannot be resolved between the supervisor and the employee, the employee may file a grievance under the Negotiated Grievance Procedure, or appeal (appeal of title, series, and/or grade) to the Department of Defense, or to the Office of Personnel Management. The appropriate representative of the employer will advise and assist employees on procedural aspects of filing position classification appeals. Any employee who believes his or her position description/Coredoc is inaccurate has the right to request assistance and advice from a representative of his or her own choosing. In the event the employee elects to have the Union represent him or her, the Union official will be provided a copy of all relevant correspondence and documents.~~

SECTION 15.04: CLASSIFICATION COMPLAINTS

Employees who feel their position description/Coredocs is improperly classified will meet and discuss this matter with their supervisors for clarification. Should the supervisor be unable to answer the employee's questions, the supervisor will arrange for a meeting with the appropriate position classifier, the supervisor, and the employee. If the employee states that the meeting is intended to be part of the informal resolution of a classification, the employee's representative may attend the meeting. Should this meeting fail to answer the employee's questions, the employee may file a position classification appeal of the title, series or grade in accordance with governing laws, statutes, or codes.

SECTION 15.05: APPLICATION OF NEW POSITION CLASSIFICATION STANDARDS

- A. New classification standards or job grading standards issued by the Office of Personnel Management will be applied fairly and equitably to all applicable positions, vacant or encumbered.
- B. Notices of grade and pay retention (pursuant to Public Law 95-454, Title VIII, Subchapter VI) will be issued as appropriate to employees whose positions are reclassified at a lower grade as a result of application of new classification standards.
- C. The Employer will make every reasonable effort to honor employees' training agreements, if appropriate.
- D. Employees may seek review of the accuracy or classification of their position descriptions at any time through the provisions of Section 15.03 or Section 15.04, as appropriate.
- E. Every reasonable effort will be made to avoid adversely affecting any employee in connection with application of new position classification standards or job grading standards.
- F. All employees on grade retention as an immediate result of application of new classification standards will be referred for placement to positions for which they qualify as such positions become available in accordance with Table 2.3, Referral and Selection Priority, AFM 36-203.
- G. Diligent effort will be made to expedite re-promotion of downgraded employees through the priority consideration, referral, and selection provision of Article 12 of the Labor Agreement.

SECTION 15.06: HIGHER LEVEL DUTIES

When it is determined that an employee is performing regular and recurring duties of a higher grade, the Employer will either take the appropriate actions to temporarily promote the employee or remove the higher level duties from the employee. If the Employer removes the higher level duties from the employee the Employer will consider the employee for an award under the

incentive awards program and note the performance of the duties in the Supervisor's Employee Work Folder.

SECTION 15.07: SIGNIFICANT CHANGES IN WORKING CONDITIONS

The Employer agrees that when a written change in a position description/Coredoc of a bargaining unit employee will result in a change in working conditions of the employee, the Union will be advised of the change and be given an opportunity to request bargaining.

ARTICLE 16

TRAINING

SECTION 16.01: GENERAL

The Employer and the Union agree that the training and development of all employees within the bargaining unit will improve the effectiveness of the activity. To effectuate and further this policy, the Employer will provide training programs to further develop employees. The employer will determine what training is necessary and appropriate and make this training available for employees paying such training expenses to the extent permitted by law, statute or code.

SECTION 16.02: TRAINING/RETRAINING IN CRITICAL SKILLS

- A. When advance knowledge of the impact of pending changes is available; the Union will be notified of retraining opportunities to be afforded employees. The Union may bargain on procedures to implement the retraining program.
- B. When determined necessary and appropriate by the Employer, cross-training will be utilized to provide adequate training commensurate with workload and mission. The Employer will make every reasonable effort to assist employees in partaking of training necessary to improve individual performance, potential, and efficiency.
- C. The Employer recognizes that morale can be harmed by requiring employees to train private contractors and/or other employees of a higher grade. In view of this, the Employer will take this into consideration when making decisions concerning training.
- D. When an employee is officially assigned to a position with minimum qualifications, training will be provided in the new job functions. This training will normally begin within ninety (90) calendar days after assignment.
- E. The parties agree that the following principle applies to all training programs within the unit: when training is given primarily to prepare employees for advancement and is required for promotion, the employer should provide that training prior to promoting any individual employee.
- F. When an employee in one of the units is assigned to any position in which he or she has no previous experience, he or she shall be given a reasonable training period in which to become proficient. If he or she cannot reach satisfactory proficiency, reasonable efforts will be made to make a new assignment at the same grade level.

G. When determined necessary and appropriate by the employer, employees will be provided on-the-job cross training within the same occupational groupings to the maximum extent practical.

H. When training is determined to be necessary for new jobs and skills; the Employer agrees to make every reasonable effort to use existing employees who already have such skills either by experience or formal training.

I. When employees are assigned to training courses or sessions away from Hanscom Air Force Base, such employees shall have the option of using privately owned vehicles when going to and from such courses or sessions if such use is more advantageous to the government. Mileage, tolls and parking fees will be reimbursed in compliance with the provisions of the Joint Travel Regulations.

SECTION 16.03: IDENTIFICATION OF TRAINING NEEDS

The Employer recognizes its continuing responsibility to have a well-trained workforce. Supervisors will identify training needs of employees, and upon request will discuss expected needs of the organization with the appropriate Union official. Employees and the Union official may review training charts/records maintained by the Employer.

SECTION 16.04: RETRAINING ON TECHNOLOGICAL CHANGE

In recognition of the possible impact of technological developments upon the workforce, the Employer agrees to make maximum efforts to minimize the impact of the introduction of new equipment processes and workload changes by retraining of adversely affected employees or other means as appropriate.

SECTION 16.05: EMPLOYER AND EMPLOYEE RESPONSIBILITIES

A. The Employer and the Union highly encourage each employee to apply effort, time, and initiative in increasing his or her potential value through self-development and training. The Employer and the Union agree to encourage employees to take maximum advantage of training and education opportunities that will add to the skills and qualifications needed to increase their efficiency.

B. The Employer will identify and publicize information on current training courses being offered by local government agencies or education institutions.

SECTION 16.06: ON-THE-JOB TRAINING/RECORDS

Training will be recorded and filed in his or her Supervisor's Employee Work Folder and electronic OPF.

SECTION 16.07: TRAINING NEEDS

A. The Employer will provide training opportunities to employees of the unit in accordance with existing laws, statutes, or code, and without regard to race, color, religion, sex, age, national origin, physical or mental handicap, disability, or with regard to Union activity. Employees may apply for training for which they qualify and are free to discuss training needs with their supervisors and with employee development specialists or staffing specialists servicing their organizations.

B. Supervisors will identify training needs for special needs employees. Individual training plans will be developed and maintained and made available to the employee. The Employer will make every reasonable effort to ensure special needs employees receive opportunities for upward mobility to enhance their skills so that they perform at the highest potential and advance in accordance with their abilities.

SECTION 16.08: OFF-BASE JOB-RELATED TRAINING

In accordance with applicable law, statute, or code job-related educational courses at local colleges and universities will be made available to employees at government expense. Application and acceptance by the university will be the employee's responsibility.

SECTION 16.09: SPECIAL SHIFT ARRANGEMENTS

The Employer will make every reasonable effort to arrange employees' hours of work to accommodate employees pursuing education and training.

SECTION 16.10: TRAINING PLANS AND RECORDS

Supervisors will identify training needs and maintain appropriate training plans and records. Training plans will be maintained currently and will be readily available to employees concerned. Records of training will be made available to the Union upon request, in accordance with law, statute, or code.

ARTICLE 17

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 17.01: POLICY

The parties agree to work cooperatively to assure that all employees have equal employment opportunities and that no one is discriminated against because of race, color, religion, sex, national origin, age, physical or mental handicap, or disability. Equal Employment Opportunity will be promoted through a positive, continuing program in accordance with law, statute, or code. It is the policy of the Employer and the Union to assure that all Hanscom employees work in an environment that is free from all forms of discrimination in accordance with law, statute, or code.

SECTION 17.02: POLICY AND PROGRAM OBJECTIVES

The parties agree that they will give full support to the equal employment opportunity policy and program objectives established by law, statute, or code, and this Agreement. The Employer will establish plans and programs to attain the objectives of law, statute, or code. The policy and program objectives the parties will work aggressively and effectively to attain are that:

- A. All personnel actions and employment practices will be in compliance with this contract and appropriate laws, statutes, or codes.
- B. All activities and services operated, sponsored, or participated in by the Employer are not segregated and that their use will not be determined by race, color, religion, sex, age, physical or mental handicap, or disability.
- C. Complaints of discrimination are given prompt and fair consideration, and that every effort is made to provide for just and expeditious resolution of each complaint.
- D. Persons who allege discrimination or who participate in the presenting of such complaints are free from restraint, interference, coercion, discrimination, or reprisal.
- E. Maximum opportunity for upward mobility will be provided to employees to enhance their skills so they may perform at their highest potential and advance in accordance with their abilities.

SECTION 17.03: RESPONSIBILITIES OF SUPERVISORS

Supervisors are responsible for making a positive commitment to manage all human resources effectively in accordance with law, statute, or code and for achieving their share of program objectives. This responsibility requires that all supervisors must

- A. Treat all employees fairly in all matters affecting or related to employment.
- B. Implement, by action and deeds, the Commander's commitment to and support of EEO programs in accordance with law, statute, or code.
- C. Support those affirmative action requirements defined in activity plans that contain supervisory/managerial responsibility for effective and successful attainment.
- D. Treat all employees with full regard for their dignity as individuals.

SECTION 17.04: RESPONSIBILITIES OF EMPLOYEES

All employees have a responsibility for a positive commitment to equal employment opportunity. Employees must

- A. Treat all fellow employees as peers and abstain from actions or comments that suggest or imply discriminatory attitudes.
- B. Become aware of EEO goals, objectives, and principles in order to assist in making the Air Force EEO program credible and effective.
- C. When EEO complaints and class action allegations are being processed, furnish prompt and accurate responses to inquiries without fear of reprisal.

SECTION 17.05: CHANGES IN AFFIRMATIVE EMPLOYMENT PLANS

When any changes to Activity Affirmative Employment Plans are made which affect working conditions, the local Union will be provided notice and an opportunity to bargain in accordance with the statute.

SECTION 17.06: GRIEVABILITY

An employee who feels he or she has been discriminated against has a choice of proceeding under the statutory EEO procedures or the grievance procedure contained in this Agreement, but not both. An employee will have exercised this option at such time as he or she timely files a formal complaint in writing, under the discrimination complaint procedures in accordance with law, statute, or code, or timely files a grievance in writing under the grievance procedure contained in Article 6 of this Agreement.

ARTICLE 18

DETAILS

GENERAL: All details will be in accordance with applicable law, statute, or code.

A. An Employer detail exists when an employee continues in the employee's current status and pay and is temporarily assigned to:

(1) An established position, or the grade-controlling duties of such position or an identical one with a higher or lower basic pay rate, or one requiring different qualifications from those now required in the employee's official position assignment.

(2) An un-established position, that is, one whose duties and responsibilities have not been rated under a classification system and the necessary approvals for its establishment have not been obtained. This type would be in a different occupational line of work, or one that required different qualifications from those required in the official position assignment.

B. Employer details will be fairly and equitably distributed among employees with requisite skills.

C. Under no circumstances will Employer details be used for purposes of reprisal.

ARTICLE 19

TRAVEL/TDY

SECTION 19.01: SCHEDULING OF OFFICIAL TRAVEL

A. Insofar as practical, travel during non-duty hours will not be required of an employee. If an employee is required to travel during non-duty hours, he or she will be compensated to the extent permitted by law, statute or code.

B. Except as specified in DOD Joint Travel Regulations (JTR) or as specifically required by the employee's position description, it will not normally be mandatory for employees to fly on military aircraft while on TDY.

Employees are highly encouraged to use available base shuttle service from Hanscom Air Force Base to Boston's Logan Airport when applicable.

SECTION 19.02: ADVANCE FUNDS FOR TRAVEL

An advance of funds will be made for those individuals not eligible for a Government travel card or when the employee presents evidence that financial hardship would be imposed if required to pay for allowable travel expenses from personal funds pending reimbursement for allowable travel costs.

SECTION 19.03: PROCEDURES FOR INADEQUATE QUARTERS COMPLAINTS

Should the employee, upon arrival, find that the facilities and quarters are not adequate under applicable law, DOD Joint Travel Regulations, Air Force regulations, or the provisions of this contract, they may immediately notify the order issuing authority. The order issuing authority will make a determination within one (1) workday in accordance with the criteria in this Article as to whether government or non government quarters should be used or whether the employee should return home. Disputes will be resolved under the Negotiated Grievance Procedure.

SECTION 19.04: EXCEPTIONS TO USE OF GOVERNMENT QUARTERS

Employees on temporary duty away from their designated post of duty will not be required to use government quarters when adequate quarters are not available under the provisions of applicable law, statute, or code, Department of Defense Joint Travel Regulations, and/or this Agreement.

SECTION 19.05: EATING FACILITIES

Suitable meals will be available at the TDY station. However, where such meals are not reasonably available on base, government transportation will be provided for employees to transport them to suitable eating facilities off base. Where both suitable on base meals and

government transportation are unavailable, employees will be reimbursed for transportation expenses incurred in traveling to an off-base eating facility in accordance with applicable law, statute, or code. It is understood that the less costly suitable mode of transportation will be selected for the purpose of obtaining meals off base.

SECTION 19.06: MODE OF TRAVEL

Where mission permits a choice of mode of travel, employees may exercise this choice under the JTR.

SECTION 19.07: SELECTION PROCEDURES

A. TDY assignments are at the discretion of the Employer and will be authorized/approved when deemed necessary for mission accomplishment. A TDY assignment may be authorized/approved only when necessary IAW official business, where the objective cannot be satisfactorily accomplished less expensively by correspondence, teleconferencing or other appropriate means. Where there are TDYs that can be rotated without mission or cost impacts, management will rotate the TDY among qualified and available employees with requisite skills on a fair and equitable basis.

B. Exceptions will be made for compassionate reasons.

C. This Section does not apply to training assignments involving TDY.

SECTION 19.08: TDY SHIFT ASSIGNMENTS

Employees placed on TDY will be advised before departure of the shifts they will be working while on TDY. To the maximum extent operationally feasible, employees will be assigned to the same shift while on TDY as they occupy at their regular duty station.

SECTION 19.09: RETURN TRAVEL

A. If a temporary duty assignment requires a traveler to be away from his or her official duty station for more than seven (7) calendar days, the Employer will, to the extent possible, permit an employee to voluntarily return to his or her official duty station during non work-days. In accordance with applicable laws and regulations, the employer will pay travel expenses equal to the amount of per diem an employee would have received while on TDY.

B. When an emergency arises during TDY and the employee invokes the Family Medical Leave Act (FMLA), follows the provisions in Section 22.01 and it involves a member of an employee's immediate family (blood or close affinity), the employee will be returned to their official duty station, additional costs associated with this provision may be approved after review of the order approving official.

SECTION 19.10: RECUPERATION TIME

Compensatory time for travel will be governed according to applicable law, rule and/or regulatory guidance. IAW AFI 36-815 paragraph 8.13.4.3: When extensive temporary duty travel outside of regularly scheduled hours of duty is required, employees are authorized to be absent from work without charge to leave or loss of pay for a reasonable time to recuperate from fatigue or loss of sleep. This provision does not apply to employees who are performing work while traveling and being compensated by compensatory time off, paid overtime, or credit hours, e.g., ART aircrew members. In determining “reasonable time” the supervisor considers the adverse effect on work performance, health, or well being, and any safety hazard which might result from working while fatigued. Normally, this should not exceed 4 hours. When the total elapsed travel time exceeds 20 consecutive hours, as in the case of travel between the continental United States and either Pacific or European bases, up to 8 hours of duty time may be excused for recuperation.

ARTICLE 20

HOURS OF DUTY

SECTION 20.01: REST PERIODS

A 15 minute rest period will be granted during the first four (4) hours of duty and a 15-minute rest period will be granted during each four (4) hour period of duty thereafter. Rest periods will not be used to extend lunch periods or to arrive 15 minutes after the start of the official work day or to leave fifteen (15) minutes before completion of the official work day.

SECTION 20.02: ALTERNATE HOURS OF WORK

A. Definitions.

- (1) Alternate Work Schedules (AWS). An umbrella term used to describe any schedule other than the traditional work schedule (eight (8) hours a day, five (5) days a week). Compressed and flexi tour work schedules are the only AWS schedules under this article.
- (2) Compressed Work Schedules (CWS). Any schedule that enables an employee to work eighty (80) hours per pay period in less than ten (10) work days scheduled during a Monday through Friday each week per pay period. The only approved CWS for employees covered by this agreement is the 5-4/9 plan, as discussed in the following paragraphs.
- (3) Core Time. Core Time is that portion of the day during which all employees must be present for work. The core hours are 0900 to 1500, Monday through Friday, which includes at least 30 minutes for lunch (unless other arrangements have been made with their immediate supervisor).
- (4) Flexi tour. A system of work scheduling that splits the work day into two distinct kinds of time--core time and flexible time. The requirements under a flexi time schedule are:
 - (a) The employee must be at work during core time, and
 - (b) The employee must account for the total number of hours scheduled for each day.
 - (c) The schedule of flexi tour hours is 0600 to 1800, Monday through Friday, each week per pay period.
 - (d) Once a regular work schedule is selected the hours are fixed until the employee submits a request for change one civilian pay period in advance.

- (5) Flexible Time. That portion of the workday during which the employee has the option to select starting and quitting times within the limits established by this Article. Flexible time hours are 0600 - 0900 and 1500 - 1800.
- (6) Flexible Work Schedules (FWS). Any schedule that enables an employee to either preselect or vary arrival and departure times. FWS covered in this Article is Flexi tour.
- (7) Overtime Hours. All hours that are officially ordered in advance and which are in excess of:
 - (a) Eight (8) hours in a day or forty (40) hours in a week for FWS.
 - (b) Nine (9) hours a day or eighty (80) hours in a biweekly pay period for the CWS 5-4/9 Plan.
- (8) Working Hours. Time periods of the day during which each employee will complete the designated number of hours for his or her workday.
- (9) Hours of Duty Exceptions. Any 40-hour basic workweek scheduled to include Saturday and or Sunday, for four workdays or less but not more than six days of the administrative workweek.
- (10) Administrative Workweek. The Air Force administrative workweek begins at 0001 Sunday and ends at 2400 on the next following Saturday. The calendar day on which a shift begins is considered the day of duty for that day even though the day of duty extends into the next calendar day or into the following administrative workweek.

B. Objectives. The use of AWS is intended to provide benefits to the Employer, the general public, and employee. Specific objectives are:

- (1) Employee/manager involvement in determining work schedules.
- (2) Provide improved service to the public and increase opportunity for contacts with organizations in other time zones.
- (3) Improve career development, cross-training, and cooperation among employees.
- (4) Provide availability of quiet periods at the beginning or end of the work day.
- (5) Potentially reduce short-term absences for medical appointments or personal business.
- (6) Reduce tardiness and eliminate "stretched" lunch breaks.
- (7) Allow employees more flexibility to form carpools during off-peak periods.

- (8) Improve attitudes of employees toward their jobs by encouraging them to become work oriented rather than time oriented.
- (9) Give employees a degree of self-determination by allowing them to set work schedules that fit their personal needs.

C. General Procedures. The following procedures apply:

- (1) Existing procedures for timekeeping will be applied in the normal manner.
- (2) Supervisors, with involvement of their employees, will establish a schedule to fulfill the minimum requirements established for each office's work schedule. Supervisors must insure that sufficient personnel will be present on any workday to conduct business as normal and be able to respond to unforeseen circumstances. It will be the supervisor's responsibility to establish regular days off for AWS employees to insure a balanced workforce.
- (3) Within the broad flexibility provided in this Article, interested employees are required to request an AWS in advance in writing.
- (4) Every effort will be made to comply with an employee's selection of a work schedule option.
- (5) ~~Except in unusual circumstances, supervisors will give employees at least one pay period of advanced notice when operational priorities require a change in the employee's schedule.~~
- (6) Supervisors will provide work assignments to employees to insure the continuation of work during the portion of AWS when the supervisor is not present. Employees will assure that sufficient work assignments are obtained to insure continued work during the AWS.
- (7) Each employee is responsible for ensuring the completion a full tour of duty.
- (8) New employees will be allowed on AWS as soon as possible.
- (9) Supervisors will ensure that their employees' work schedules are properly documented on their time and attendance records.
- (10) Each supervisor will ensure that nonexempt employees do not work in excess of their basic work requirement unless overtime has been authorized.

D. Special Situations.

- (1) When a CWS employee will be on temporary duty (TDY) on a scheduled day off, the scheduled day off will be taken within the same pay period when possible. If the TDY requirement is known in advance of the pay period which the TDY occurs, the work schedule will be changed to the work schedule of the TDY location. If the TDY requirement is not known in advance of the pay period of the travel requirement and it is not possible for the employee to take the scheduled day off at the TDY location, the employee must be properly compensated in accordance with applicable law, rules, and regulations for the additional hours outside their normal work schedule. The accumulation of scheduled days off is prohibited.
- (2) It is the responsibility of both the employee and the supervisor to insure that proper tracking of TDY during scheduled days off is accomplished so that employees are not denied their "off days."
- (3) If an AWS employee is attending training, work schedules shall be adjusted to training class hours.
- (4) Schedules are not to exceed eighty (80) hours a pay period or adjustments shall be made.

SECTION 20.03: GENERAL

A. The Employer agrees to give the employee not less than fourteen (14) days notification of a proposal to change any scheduled workweek for any employee, except where it is determined that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased. The Employer will provide a written notice to the employee of such proposed change to include the old hours of duty, the new hours of duty, the expected duration of the new hours of duty.

B. A flexible schedule for a full-time employee involves a basic work requirement of 80 hours per pay period. For a part-time employee, the basic work requirement is the number of hours to be worked in a given period as determined in advance. Flexible time hours are designated as hours, before and after a core period, during which an employee on a flexi tour schedule may elect in advance as the time of arrival and departure from work. An employee may request a work schedule change in accordance with this Article, as long as the change fulfills the basic work requirements as indicated in this paragraph and has received prior supervisory approval.

C. Credit Hours. Hours of work within the tour of duty that are in excess of an employee's basic work requirement and which the employee elects to work so as to vary the length of a workday or a workweek. Credit hours are non overtime work in the biweekly pay period. The employee receives no additional pay for credit hours and such hours are credited to his or her account. Credit hours are considered a part of the basic work requirement (non overtime work) in the biweekly pay period in which taken. The employee is entitled to his or her basic rate of pay for

such credit hours when taken. Credit hours do not apply to Federal Wage System employees unless requested in advance or employees on compressed work schedules. Supervisors will insure that credit hours worked are accurately recorded on the employee bi-weekly time and attendance sheet for the pay period worked.

D. An employee who requests to enroll in AWS must notify his or her immediate supervisor no later than fourteen (14) calendar days before the next biweekly pay period. An employee electing not to participate further in AWS must notify his or her supervisor at least fourteen (14) calendar days prior to the beginning of the next pay period.

E. No later than fourteen (14) calendar days before the next biweekly pay period, each employee participating under AWS will submit changes in writing to his or her immediate supervisor of desired work schedule. The submitted schedule will be deemed approved unless contrary notification is provided to the employee by the supervisor not later than seven (7) calendar days immediately preceding the beginning of the pay period. Subsequent changes to the approved schedule will be made in writing.

F. Scheduling (see paragraph D & E above) is the responsibility of the employee's immediate supervisor or designee and will be approved no less than seven (7) calendar days immediately preceding the beginning of the pay period. Designees must be designated in writing. If the employee's scheduling request cannot be granted by the supervisor, the supervisor will notify the employee of the reason(s) as much in advance as possible. If a scheduling conflict arises between two or more employees, the employee with the longest service time, as reflected in their Service Computation Date (based upon the employee's Leave and Earnings Statement), will have first choice.

G. When required, adequate time will be provided for bargaining unit employees to perform necessary hygiene and draw or turn in government property and equipment.

H. Transportation of employees from one work site to another in order to perform work will be considered hours of duty, regular or overtime as authorized and defined by current and future laws, statutes, code.

I. Whenever possible, employees will be given two (2) consecutive days of rest in each work week. Prior to deciding whether to direct an employee to work overtime or an additional shift, the Employer shall seek qualified volunteers.

J. The Employer will conform to the Fair Labor Standards Act and further, will provide adequate facilities and time for a break period and lunch period to all bargaining unit employees. If work is assigned during a scheduled break period, it may be rescheduled for later. If work is assigned during a lunch period, it may be rescheduled for later or be compensated in accordance with law, statute or code. Excepted from this requirement are those employees whose normal hours of work involve eight consecutive, uninterrupted hours. Those employees will be authorized a lunch period of 20 minutes at the work site.

SECTION 20.04: FLEXIBLE WORK SCHEDULES (FWS) POLICIES AND PROCEDURES

A. Purpose. This Section establishes policies and procedures for Flexible Work Schedules (FWS) listed below as well as the basic work requirements for each:

	DAILY	WEEKLY	BIWEEKLY
Flexi tour	8	40	80

B. Policy. The Hanscom Air Force Base schedule of flexible work hours is 0600 to 1800, Monday through Friday. The official business hours are:

ESC:	0815 – 1700 (includes 350, 551, 554, and 653 ELS Wings)
ABW:	0730 - 1615
NBAS:	0730 - 1630
JPPSO:	0730 - 1615

- (1) Flexible hours. The morning and afternoon flexible hours are from 0600 to 0900 and 1500 to 1800, Monday through Friday.
- (2) Core hours. Core hours are 0900 to 1500.
- (3) Lunch period. Each employee may take a lunch period of at least thirty (30) minutes between 1100 and 1330 hours, unless other arrangements have been made with their immediate supervisor. The supervisor may allow for adjustment of the eight-hour basic work requirement for that day for the employee if the lunch period exceeds thirty (30) minutes.

SECTION 20.04.01: FLEXI TOUR

A. The parties to this agreement recognize that Alternate Work Schedules (AWS) may enhance productivity and increase employee morale. To this end, the Employer intends to provide an opportunity for all employees to participate in this program. Therefore, bargaining unit employees, upon written request and approval by the supervisor, shall be authorized to designate their work schedule, fixed tour or flexi tour, in accordance with the provisions of this Article and 5 USC, Chapter 61, as amended. An employee occupying a position that is denied or excluded shall have the right to grieve any such denial or exclusions in accordance with the procedures set forth in this Agreement.

B. Basic Work Requirement: A full-time employee has an eight (8)-hour daily basic work requirement, a forty (40) hour weekly basic work requirement, and an eighty (80)-hour biweekly basic work requirement.

C. Tour of Duty: An employee shall establish his or her tour of duty in accordance with this article. The schedule shall be fixed until a new schedule is selected and approved.

D. Deviations: If an employee arrives infrequently within fifteen (15) minutes of the selected arrival time, the supervisor may allow for adjustment of the eight (8)-hour basic work requirement for that day for the employee.

E. Credit Hours. An employee's request to work credit hours to be applied to another workday, workweek, or biweekly pay period may be approved at the supervisor's discretion. Credit hours are voluntary. However, no more than two credit hours per day should be approved. An employee may accumulate up to 24 hours for carryover from one biweekly pay period to a subsequent biweekly pay period. Credit hours are not considered overtime hours. They are credited to the employee's credit hour account. An employee no longer covered by an alternate work schedule program shall be paid for accumulated credit hours at his or her current rate of pay. Payment for accumulated credit hours is limited to not more than 24 hours.

F. Time off during an employee's basic work requirement must be charged to the appropriate category unless the employee is authorized an excused absence.

SECTION 20.04.02: COMPRESSED WORK SCHEDULES

A. Policy. Hanscom Air Force Base schedule of flexible work hours is 0600 to 1800, Monday through Friday. The official business hours are:

ESC:	0815 – 1700 (includes 350, 551, 554, and 653 ELS Wings)
ABW:	0730 - 1615
NBAS:	0730 - 1630
JPPSO:	0730 - 1615

(1) Flexible hours. The morning and afternoon flexible hours are from 0600 to 0900 and 1500 to 1800, Monday through Friday.

(2) Core Hours. Core hours are 0900 to 1500.

(3) Lunch period. Each employee may take a lunch period of at least thirty (30) minutes between 1100 and 1330 hours, unless other arrangements have been made with their immediate supervisor. The supervisor may allow for adjustment of the eight-hour basic work requirement for that day for the employee if the lunch period exceeds thirty (30) minutes.

B. 5-4/9 PLAN:

(1) Basic Work Requirement. A full-time employee has a nine (9)-hour daily basic work requirement for eight (8)-days of the biweekly pay period and an eight (8)-hour day on

the ninth day to complete the basic work requirement of eighty (80) hours per biweekly pay period.

- (2) Tour of Duty. A full-time employee shall establish his or her tour of duty in accordance with this article.
- (3) Arrival and Departure Times. A full-time employee shall pre select his or her arrival and departure times. The arrival and departure times shall be a fixed schedule until a new schedule is selected and approved. He or she is limited to nine (9) hours for eight (8) days of the biweekly pay period and an eight (8)-hour day on the "ninth" day within the biweekly pay period.
- (4) Holidays: If a holiday occurs on a 9 hour day, the employee will receive 9 hours of holiday pay. If the holiday occurs on an 8 hour day, the employee will receive 8 hours of holiday pay. In-lieu-of holidays (days designed as observed days) will be designated and administered in accordance with governing regulations pertinent to the specific circumstances.
- (5) Time off during an employee's basic work requirement must be charged to the appropriate leave category unless the employee is authorized compensatory time off or an excused absence. For example: A full-time employee who takes one day of annual leave will be charged leave for nine (9) hours (or eight (8) hours if it falls on the "ninth" day).
- (6) CWS participants when provided a reasonable advance notice will switch their RDO to support mission required meetings.

ARTICLE 21

ANNUAL LEAVE

SECTION 21.01: SCHEDULING

A. The use of annual leave is the right of the employee. Annual leave must be requested by the employee and approved by the immediate supervisor or designee in advance of the absence, except in cases of emergency. Except in unusual situations, the approval of all annual leave will be made by the immediate supervisor or designee at the time requested. Designees must be designated in writing, and cannot be bargaining unit employees. Leave Approval is a supervisory responsibility.

B. In addition to workload considerations, the supervisor's decision to approve or disapprove all annual leave will involve consideration of employees' expressed desires and personal convenience. Annual leave schedules should be established in January of each year to ensure that all employees are given an opportunity to schedule and to use any leave available to them for the year. Leave for more than thirty (30) calendar days may be scheduled subject to approval for specific situations. Employees will be notified by the supervisor not later than 15 February of any problems arising from the initial leave schedules and appropriate action will be taken not later than the last day of February to resolve the problem. Supervisors will make every effort to grant two (2) consecutive weeks of annual leave during July or August, during the peak vacation period. The supervisor will periodically re-verify leave schedules with their employees.

SECTION 21.02: REQUESTS FOR UNSCHEDULED LEAVE

If a request for unscheduled annual leave is denied, the supervisor will state the reasons for the denial on the OPM-71 and return it to the employee within three workdays after receipt by the supervisor. Such reasons must not be arbitrary or capricious and must be based upon work related considerations. If the OPM-71 is not returned within the time allowed the leave shall be considered approved.

SECTION 21.03: CONFLICTS OVER SCHEDULED LEAVE

When conflicts in leave schedules occur and the conflict cannot be resolved by mutual agreement, the employee with the longest service as determined by Civilian Service Computation Date (SCD), will be entitled to the requested leave. Employees will be permitted to exercise this entitlement for all leave scheduled in January each calendar year. Thereafter, requests for leave not scheduled in January will be scheduled on a first-come, first-approved basis.

SECTION 21.04: CANCELING/RESCHEDULING

The Employer reserves the right to cancel previously scheduled or requested annual leave in accordance with appropriate laws, statutes, or codes only when mission requirements necessitate such action. In order to minimize the possibility of management canceling bargaining unit employees scheduled leave due to mission requirements at the last minute the supervisor will periodically re-verify leave schedules with their employees. The supervisor will notify the employee at such time as situations develop which require rescheduling or cancellation of leave and will provide the employee specific reasons and justification as to the need for these actions. The decision to cancel an employee's leave will not be for arbitrary or capricious reasons. Employees whose leave is canceled under this Section may reschedule their leave in accordance with Section 21.03 above. Employees are reminded to purchase trip cancellation insurance in order to protect against losing costs associated with a management directed leave cancellation.

SECTION 21.05: EMERGENCY ANNUAL LEAVE

Annual leave for emergency reasons, except where circumstances prevent, will be requested by telephone within two (2) hours after the start of the shift to which assigned or by the beginning of core time if working under flextime. Employees should request emergency annual leave by contacting their immediate supervisors, or other persons designated by the Employer to receive such requests, as soon as possible after the start of their regular shifts. If the supervisor and the designee are unavailable to accept the request, the employee must leave a recorded message or send an e-mail message identifying reasons for the absence. If the supervisor or the designee does not make contact with the employee, the employee may assume approval of leave up to one work day.

SECTION 21.06: LEAVE FOR RELIGIOUS HOLIDAY

A. Under the law and these regulations (5 CFR 550.1002), an employee whose personal religious beliefs require the abstention from work during certain periods of time may elect to engage in overtime work for time lost for meeting those religious requirements.

B. To the extent that such modifications in work schedules do not interfere with the efficient accomplishment of an agency's mission, the agency shall in each instance afford the employee the opportunity to work compensatory overtime and shall in each instance grant compensatory time off to an employee requesting such time off for religious observances when the employee's personal religious beliefs require that the employee abstain from work during certain periods of the workday or workweek.

C. For the purpose stated in paragraph (b) of this section, the employee may work such compensatory overtime before or after the grant of compensatory time off. A grant of advanced compensatory time off should be repaid by the appropriate amount of compensatory overtime work within a reasonable amount of time. Compensatory overtime shall be credited to an

employee on an hour for hour basis or authorized fractions thereof. Appropriate records will be kept of compensatory overtime earned and used.

D. The premium pay provisions for overtime work in subpart A of part 550 of title 5, Code of Federal Regulations, and section 7 of the Fair Labor Standards Act of 1938, as amended, do not apply to compensatory overtime work performed by an employee for this purpose.

SECTION 21.07: EARLY RELEASE OR BASE CLOSURE DUE TO HAZARDOUS CONDITIONS

The Employer agrees when employees are released early or the Base is closed by the appropriate Installation Commander, the release or closure applies to all bargaining unit employees at work and to shift worker employees except for personnel required to maintain uninterrupted service of base utilities and personnel required to abate the hazardous conditions or provide health, safety, and security services as determined by appropriate authority. Shift workers shall contact their supervisor for instructions or call the appropriate installation advisory line if unable to reach their supervisor. Every effort will be made to assure that the latter group of employees is released as soon as possible after the announcement of early release or closure. Bargaining unit employees who are required to work in excess of eight (8) hours per day and/or forty (40) hours per week because of such release or closure will be compensated in accordance with appropriate law, statute, or code. The Employer agrees that after the announcement of early release or closure, each supervisor will assign enough employees to assure closure of his or her section as quickly as possible. This section does not apply to teleworkers.

SECTION 21.08: LEAVE FOR INTERNAL UNION FUNCTIONS

An employee who is a steward or Union official will be granted annual leave to attend internal Union functions that are not covered by official time. One (1) week advance notice will be required and such leave will be approved subject to workload conditions.

SECTION 21.09: EXCUSED ABSENCE

A. Excused absence up to two (2) hours at the start of the normal duty day due to extremely bad weather conditions or other contingencies may be granted by supervisors, provided the employee has made a good faith effort to arrive at the appointed time. Tardiness in excess of two (2) hours may also be excused because of an unavoidable delay resulting from adverse weather or from disruption of public or private transportation in individual cases that are personally verified by appropriate supervisors. The supervisor will not act in any arbitrary or capricious manner in denying excused absences. All denials will be in writing.

B. The parties acknowledge that special studies may be conducted by an Agency of the Federal Government (for example, the Veterans Administration). Under such circumstances, participating employees may be excused from duty while participating in such studies.

SECTION 21.10: MISCELLANEOUS

A. A policy of liberal annual leave will be observed for religious holidays of all denominations, an employee's birthday or anniversary, and for a birth or marriage of a family member. Liberal annual leave may be granted to employees for State and other official holidays not recognized by the Federal Government.

B. When HAFB offices are closed to customers due to non-emergency conditions, e.g. AFMC family days, offsite events, office picnics, etc, supervisors shall make appropriate arrangements to accommodate bargaining unit employees who choose not to take leave.

ARTICLE 22

SICK LEAVE

SECTION 22.01: PROCEDURE FOR REQUESTING SICK LEAVE

This Article sets forth comprehensive policies and procedures pertaining to the approval and use of sick leave by bargaining unit employees. Employees will earn and be granted sick leave in accordance with applicable law, statute, or code and the provisions of this Article. Sick leave requests will be approved for employees when they are incapacitated for performance of their duties by sickness, injury, pregnancy, confinement (quarantined), medical, dental, or optical treatment or examination, or to use a limited amount of sick leave to care for family members or other persons considered family members. Employees will request sick leave by contacting their immediate supervisors, or other persons designated by the Employer to receive such requests, by telephone as soon as possible after the start of their regular shifts. If the supervisor and the designee are unavailable to accept the request, the employee must leave a message with the person accepting the call identifying the anticipated duration. This call will meet the requirements of this Section. Under normal circumstances, this request will be made by telephone within two hours after the shift begins or before the beginning of core time if the employee regularly works under an alternate work schedule. Authorization for sick leave, because of its nature, is not usually obtained in advance, unless the employee knows he or she will be unable to work because of medical, dental, or optical examinations or treatment, an operation, convalescence, lengthy illness, or something similar.

SECTION 22.02: DOCUMENTATION FOR SICK LEAVE OF MORE THAN THREE (3) DAYS

When an employee is out for more than three consecutive workdays medical certification may be required by the Employer. Medical certificate means 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. If the employee is on sick leave for more than three consecutive workdays and not attended by a registered practicing physician or other practitioner, the employee's personal written statement may be required as to the nature of the illness and that the employee was incapacitated for duty. This statement will be accepted in place of a registered practicing physician's or other practitioner's certificate except as set forth in Section 22.03 below.

SECTION 22.03: IDENTIFICATION AND CORRECTION OF SICK LEAVE ABUSE

When it is determined necessary, an employee may be required to furnish a registered practicing physician's or other practitioner's certificate to substantiate a request for three (3) days or less sick leave.

A. There are certain sick leave trends which, when appearing on a continual basis, could indicate sick leave abuse. Examples may include;

1. Absence after paydays.
2. Sick leave before or after holidays.
3. Monday-Friday sick leave.
4. Absences during heavy workloads or undesirable duties.
5. Intermittent sick leave use of short duration with vague excuses.

B. When a supervisor suspects that an employee is abusing sick leave, he or she should look further into the individual's past leave records, using available sick leave data to provide more information. The supervisor may also explore the causes of the employee's chronic absenteeism and assist in resolving the problem, and provide additional personal reminders of the importance of careful use of sick leave.

C. Once a supervisor has identified sick leave abuse, the employee will be given written notification requiring the employee to provide registered practicing physician's or other practitioner's certificates for all absences for which sick leave is requested. This notice should contain justification as to why the employee was given the additional requirement, such as stating the number of hours of sick leave used in a specific period, the sick leave pattern and balance, etc. The requirement to furnish doctor's certificates, once imposed, will be reviewed at least every ninety (90) calendar days to determine if it should be continued. At the time of the review, the employee will be counseled and advised in writing if the requirement is to be continued or canceled. The supervisor should take care to be fair and consistent not only in resolving sick leave abuse but in all aspects of sick leave administration.

SECTION 22.04: RELEASE BY BASE MEDICAL FACILITY

~~Employees who are released from duty on advice of the Base Medical Authority because of illness will not be required to furnish medical certificates to substantiate sick leave for the day(s) they were released from duty.~~

SECTION 22.05: PRIVACY OF RECORDS

Records of employees' sick leave balances will be restricted to those with a need to know unless the leave balances are publicized as examples of large accumulations with prior written consent of the employee.

SECTION 22.06: ADVANCE SICK LEAVE FOR SERIOUS DISABILITY OR ILLNESS

A. In cases of serious disability or illness employees may be advanced up to thirty (30) days sick leave. A request for advance sick leave of up to thirty (30) days will be made by the employee in writing, and it will include a certificate from a competent medical authority describing why the employee should be granted the absence and the doctor's professional opinion as to the

employee's expected ability to return to duty following the absence. These requests will be approved or disapproved in writing. If disapproved, an employee will be given a copy of the reasons in writing.

B. IAW AFI 36-815 para. 3.11.4, advance sick leave is not granted if it is considered likely that the employee will not return to duty for a sufficient period of time to repay the advanced leave, or there are insufficient funds in the employee's retirement account to liquidate the indebtedness.

SECTION 22.07: BEREAVEMENT LEAVE

~~A. All full time employees will be able to use up to forty (40) hours or five (5) workdays of sick leave each leave year for family care or bereavement purposes. The leave may be used to:~~

- ~~1. Provide care for a family member as a result of physical or mental illness, injury, pregnancy, childbirth, or medical, dental, or optical examination or treatment, or~~
- ~~2. To make arrangements necessitated by the death of a family member or attends the funeral of a family member. Full time employees who maintain a balance of at least 80 hours of sick leave will be able to use an additional 64 hours (8 workdays) of sick leave per leave year for these purposes. A maximum of 104 hours (13 workdays) per leave year may be granted to full time employees who satisfy this condition.~~

~~B. The definition of a "family member" for this purpose is:~~

- ~~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.~~

SECTION 22.08: ENVIRONMENTAL LEAVE

Individual employees affected by unusual levels of temperature may be granted liberal leave to an extent that continuance on duty would adversely affect their health. In this regard, the Employer will grant use of administrative, sick, or annual leave, or leave without pay.

ARTICLE 23

COMMITTEE MEMBERSHIP

The Union will be informed and afforded the opportunity for representation as a full member on any committee(s) that affects conditions of employment, as defined by Title 5 USC Chapter 71. This is for existing and any new committee(s) that are to be established, that do not involve management's deliberation and decision making in areas covered under 5 U.S.C. 7106 (a).

ARTICLE 24

HEALTH AND SAFETY

SECTION 24.01: GENERAL POLICY

A. The Employer agrees to establish and maintain a comprehensive occupational safety and health program, and to make every effort to provide safe and healthful workplaces and working conditions as required by applicable law, statute, or code. The Employer and the Union agree to cooperate in a continuing effort to avoid, reduce the possibility of, and/or eliminate accidents, injuries, and health hazards in all areas under the Employer's control. The Employer agrees to comply fully with all provisions of Executive Order No. 12196, Occupational Safety and Health Programs for Federal Employees; OSHA Instruction CSP 03-01-002 - TED 8.4 - Voluntary Protection Programs (VPP): Policies and Procedures Manual, as implemented within DOD. The Employer agrees to consult, confer and negotiate with the Union prior to any change in existing Safety and Health Policies and/or Standards which impact bargaining unit employees.

B. For employees who are temporarily unable to perform their regularly assigned duties because of illness or injury, but who are capable of returning to or remaining in a duty status, the Employer will make every reasonable effort to detail the employee to work assignments compatible with their physical conditions, or temporarily tailor their regular assigned duties/hours to their physical limitations.

SECTION 24.02: PUBLICITY

The Employer agrees to publicize on a recurring basis all safety awareness programs and the provisions and procedures for elimination of safety and health hazards under the USAF Hazard Reporting Program.

SECTION 24.03: ACTIVITY COMMITTEES

A. The Employer will maintain the Commander's Consolidated Safety and Health Council (CCSHC). The Council will be chaired by the Commander or designee. Meetings will be scheduled at least quarterly on dates scheduled by the chairperson. Additional meetings will be held upon mutual agreement of the parties to consider serious safety matters that arise between the regular scheduled meetings. An equitable number of Union and the Employer officials will be entitled to permanent membership on such committees; in addition, the Union will be permitted the presence of a technical advisor on an as-needed basis, provided the request is made at the same time as agenda items are submitted.

B. The purpose of such council will be to consider occupational safety and health matters brought to its attention, make recommendations to the Commander, and perform such additional tasks as the Commander or the council chairperson may direct. The council may also review matters such as occupational safety and health training programs.

SECTION 24.04: HEALTH AND SAFETY STANDARDS

- A. The Employer and the Union agree that applicable Air Force Guidance on safety and health are minimal safety standards. In the absence of Air Force guidance, applicable OSHA standards will govern, and if there is no applicable OSHA standard, nationally recognized sources of health and safety criteria will be utilized.
- B. During snow or icy conditions the Employer will insure that streets, parking lots and sidewalks are plowed and sanded.
- C. The Employer will provide every employee of the bargaining unit ready access to clean, warm, dry, and furnished eating and rest areas. Rest rooms will be clean, warm and adequately supplied with towels, soap and sanitary disposal seatcovers.
- D. Safety bulletin boards as required by law, statute, or code will be provided if specific hazards are identified. In addition first-aid equipment, as required, will be available. However, recognizing that self medication is not a desirable action in normal work areas, personnel will be encouraged to report to the Base medical facility when injured. Union representatives will be permitted to accompany ESC safety officials when reviewing unsafe conditions or health hazards that have been identified.

SECTION 24.05: PROTECTIVE CLOTHING, EQUIPMENT, TOOLS

The Employer agrees to provide to employees any required tools and safety or protective equipment, reasonably fitted safety clothing, and devices necessary to provide protection of employees from hazardous conditions to include inclement weather encountered during the performance of official duties. Such equipment will be provided as authorized by applicable Air Force Instructions (such as Technical Orders, Tables of Allowance and local supplements thereto, etc.). The Union agrees to assist the Employer in aggressively publicizing the benefits of the use of protective devices and equipment by employees, and their adhering to good safety practices, policies, and procedures.

SECTION 24.06: SAFETY TRAINING

Wherever employees are required to perform duties that involve potential hazards, the Employer will provide adequate training to said employees. If an employee is unfamiliar with a job or machine, he or she shall be provided adequate time to become familiar with the job or machine. If the Employer determines it necessary to provide training, such training may include, but not be limited to, instruction, proper work methods to be used, and proper use of protective equipment, and be documented on Air Force Form 55.

SECTION 24.07: REPAIR OF OPERATING EQUIPMENT

Repair or adjustments to operating machines or energized circuits will be conducted strictly in accordance with applicable Technical Orders or other valid operating instructions.

SECTION 24.08: TOXIC OR FLAMMABLE VAPORS

Where work is required to be performed in enclosed areas where flammable or toxic vapors may exist, the Employer agrees that either equipment protecting the employee will be provided and required or such areas will be maintained such that those vapor levels remain within acceptable safety parameters as set forth by applicable safety standards.

SECTION 24.09: TEMPERATURE CONDITIONS

A. The parties recognize that temperature conditions in and around work areas can have a direct bearing on employees' comfort, morale, health, and safety. In determining the stress that temperature extremes may place upon an individual employee, the personal comfort and health of the employee will be taken into consideration as well as related factors such as wind chill factor, air flow, the work to be performed, and similar considerations. Where the Employer's Bioenvironmental Engineering Office determines that the effective temperature in a particular work area or site exceeds recognized government-wide standards for the degree of work being performed, the Employer will take precautionary measures to reduce the risk to employees so exposed. Such measures will include relocation to an unaffected work area or release from the affected work area without charge to leave until the condition is corrected. This Section will apply to both heat and cold exposure situations. Protective clothing for such situations will be provided where authorized in accordance with Section 25.05. The Employer agrees to remove employees from work/duty areas when environmental conditions become extreme due to malfunctions in heating or cooling systems until a normal work environment can be resumed and maintained.

THIS SECTION IS PENDING COMPLETION OF NEGOTIATIONS. REFER TO EXPIRED CONTRACT.

~~B. An employee whose position description requires that he/she perform his/her duties exclusively indoors as an office worker will not be required to work outside in a laborer classification which requires excessive lifting, shoveling, or other similar demanding duties without first obtaining employer provided medical exam and physician certification that the employee can perform these type of duties.~~

~~C. Individual employees affected by unusual levels of temperature will be granted leave to an extent that continuance of duty would adversely affect their health.~~

SECTION 24.10: EXPOSURE TO HAZARDOUS CONDITIONS

The Employer agrees that methods and operating procedures will be such that personnel will not be unnecessarily exposed to occupational safety/health hazards, except where such exposure is a necessary part of the employee's official duties. Employees performing such duties will be compensated in accordance with Article 25, Hazard and Environmental pay, and applicable law, statute, or code.

SECTION 24.11: DANGEROUS SITUATIONS

When an employee, during the course of performance of official duties, believes he or she is exposed to a health or safety hazard that presents a danger that may, for example, cause death, injury, occupational illness, loss of a facility, or major property damage, said employee will cease the activity in order to immediately contact the nearest available supervisor. An employee may refuse to perform a task or tasks if the employee has a reasonable belief that the task(s) pose(s) an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal abatement procedures.

SECTION 24.12: POSTING NOTICE OF HAZARDOUS CONDITION

The Employer agrees to post notice of hazardous conditions discovered in a work place as required by applicable law, statute, or code. The notice will be posted at or near the location of the hazard and will remain posted until the cited condition has been corrected. Such notices will contain a warning and description of the unsafe or unhealthful working condition and any required precautions to the full extent required by applicable law, statute, or code.

SECTION 24.13: INSPECTIONS

- A. Safety and health inspections or surveys will be conducted by the Employer as required to maintain a safe and healthful workplace. They will be in accordance with applicable law, statute, or code.
- B. When a worksite inspection is conducted by the Employer's safety personnel, either as part of a regular, recurring requirement or in response to a report of a workplace hazard, the Union will be notified at least seven (7) calendar days in advance of completion of said inspection when a repetitive or serious violation exists.
- C. The Union agrees to provide one telephone number and one alternate number whereby the Employer will give notice to the Union.
- D. Inspections will be conducted in a manner so as to preclude any disruption of the operations of the worksite being inspected. The Employer's safety inspector may discuss with worksite personnel any matters affecting their safety and health and may offer said personnel the opportunity to identify alleged unsafe or unhealthful working conditions.

SECTION 24.14: ACCIDENT INVESTIGATIONS

Where the Employer conducts an industrial accident investigation involving or impacting bargaining unit employees, the Union will be permitted at its request to meet with the safety and/or the Employer official or officials in charge of such investigation and provide recommendations or information to that official regarding the investigation (e.g., prospective witnesses, work practices which may have led to the accident, etc.).

SECTION 24.15: REPORTING HAZARDOUS CONDITIONS

- A. All employees have the right and responsibility to report alleged hazardous situations.
- B. The parties agree that oral reports of alleged hazards from an employee to a supervisor are the most prompt method of identifying hazards and agree to encourage the use of such oral reports and their informal resolution.
- C. Employees may utilize Air Force Form 457, USAF Hazard Report, hazard logs, or any locally developed procedures, to report alleged hazards to the activity Safety Office. Such reports will be processed in accordance with applicable law, statute, or code, including 29 CFR 1960; 1960.46 (a); 1926.20 (Revisions to the Voluntary Protection Programs to Provide Safe and Healthful Working Conditions) where applicable.
- D. Employees filing such hazard reports may request that their identity not be revealed to anyone other than officials processing the report and the Employer will maintain maximum confidentiality following such request.
- E. Employees will not be penalized for reporting what appears to be a hazardous condition. The appropriate representative of the employer will follow up on all reports called to their attention.

SECTION 24.16: REPORTS TO UNION

The Union will be advised by the Employer of any action taken as the result of a hazard report and/or a safety inspection concerning a safety matter in that work area. If the inspection is the result of a hazard report, and the employee who filed the report or the Union is not satisfied with the action taken, the report of alleged hazard may be further processed in accordance with Section 24.15 above.

SECTION 24.17: MEDICAL EVALUATION

The Employer agrees to provide medical evaluation on duty time for those employees who have been exposed to potentially dangerous or unhealthy working conditions to the extent permitted by applicable law, statute, or code.

SECTION 24.18: NOTICE TO UNION OF SERIOUS INJURY/ILLNESS

The employer will promptly notify the Union, in the event of a serious job-related injury, illness, or death of an employee, after contact has been made with the employee's emergency addressee. The Union will be advised of the name and address of the next of kin in case of death.

SECTION 24.19: DUTY TIME

Initial employee visits to the Base Medical Office or local medical facility necessitated by on-the-job injury shall be on duty time. Duty time used for follow-up medical treatment will be accounted for in accordance with appropriate law, statute, or code. The Employer will advise employers of their rights and responsibilities under such circumstances.

SECTION 24.20: AMBULANCE SERVICE

The Employer will assure that ambulance service is provided or arranged at no charge when an employee is injured or becomes ill while on duty and will furnish emergency medical treatment as required. If an employee who has reported for duty becomes seriously ill while on duty and requires emergency medical treatment, he/she is entitled to such treatment whether the illness is job related or not.

SECTION 24.21: GENERAL

Ergonomics will be incorporated to the maximum extent practicable. Flexibility will be designed into VDT work stations so that they are adaptable to the individual employee's need. When designing or ordering such work stations, attention will be given to such areas as:

- A. light reflection and glare;
- B. screen color and contrast control;
- C. monitor and keyboard positioning;
- D. work area temperature and ventilation;
- E. adjustable operator chairs, monitors, and keyboards;
- F. printer noise and location; and
- G. easy operator access to frequently used resources, such as reference materials, supplies, etc.

SECTION 24.22: REST BREAKS

Employees may take a fifteen (15)-minute rest break after every two (2) hours of continuous VDT work as an alternative to the regular break schedule.

SECTION 24.23: HEALTH

- A. VDT operators who use, or will be using, VDTs in excess of two hours a day should attend ergonomic training.
- B. If an employee presents medical evidence from a duly licensed physician or practitioner that working with VDTs may cause health problems for the employee, the immediate supervisor or designee should be informed. In turn, the supervisor will contact Public Health for medical record review and possible work area evaluation by Bioenvironmental Engineering. Designees must be designated in writing. If the Chief of Aerospace Medicine concurs with the employee's physician's recommendations, then the Employer will provide a reasonable way to accommodate the worker in the current work area (e.g., ergonomic keyboard, etc.) or consider transferring the employee to another work area without loss of pay, seniority, or other benefits.
- C. ~~Pregnant employees working with VDTs may experience discomfort from sitting in one position for long periods of time (especially during the last months of pregnancy). The supervisor will assign alternative duties for these employees who experience discomfort from sitting in one position while working on a VDT.~~

SECTION 24.24: SAFETY CONSIDERATIONS

- A. Ample leg clearance under work surfaces will be provided so operators can move without restriction.
- B. Control wires will be placed to eliminate tripping hazards.
- C. Terminals will be equipped with screen hoods and/or anti-glare filters when requested.
- D. Acoustic covers will be used on printers to reduce noise levels when required.
- E. Voltage surge suppressers and anti-static mats will be installed, not only to protect the equipment, but also the VDT operator when required.
- F. The manufacturer's recommendations will be followed for cleaning and maintenance of VDTs and their associated peripheral equipment.

ARTICLE 25

HAZARD AND ENVIRONMENTAL DIFFERENTIAL PAY

SECTION 25.01: WAGE GRADE (WG) GOVERNING REGULATIONS

A. In accordance with 5 CFR, Part 532, environmental differential will be paid to a Wage Schedule employee who is exposed to a specifically identified hazard, physical hardship, or working condition.

B. Hazard pay differential will be paid to General Schedule employees for performance of duties involving physical hardship, as defined by 5 CFR, Part 532.

SECTION 25.02: RECOMMENDED AMENDMENTS TO REGULATIONS

The parties agree that either the Union or the Employer may submit recommendations for amendments to categories in 5 CFR, Part 532.

SECTION 25.03: UNION MEMBERSHIP ON EDP COMMITTEE

The Union will be permitted to have representation equal to the Employer to serve on any committee that may be established in accordance with 5 CFR, Part 532, law, statute, code, rule, or regulation with respect to environmental pay, to the extent that such a committee does not involve management's deliberation and decision making in areas covered under 5 U.S.C. 7106 (a).

ARTICLE 26

EMPLOYEE “INJURY COMPENSATION”

SECTION 26.01: COUNSELING OF EMPLOYEES

When the employer becomes aware that an employee has suffered a disabling industrial illness or injury in the performance of duties, the affected employee will be counseled as to: his or her right to file for compensation benefits; the types of benefits available; the procedure for filing claims; and the option to use compensation benefits instead of sick or annual leave.

SECTION 26.02: TRAUMATIC INJURIES

The employee will be entitled to continuation of pay (COP) in accordance with appropriate law and regulations.

SECTION 26.03: REVIEW OF DOCUMENTS

An employee or designated representative, upon written consent of the employee, will be permitted to review documents relating to a claim for compensation that the Office of Worker's Compensation Programs has authorized the Civilian Personnel Flight to make available. The employee may be accompanied by a designated representative if he or she so desires.

SECTION 26.04: LIGHT-DUTY ASSIGNMENTS

When an employee is injured on the job and/or becomes medically disqualified from his or her current position as a result of an on-the-job injury or illness, the Employer will make positive efforts, in accordance with applicable laws, statutes, or codes, to assign such employee limited duties on a temporary basis where it has been determined that the employee can satisfactorily perform such duties to the extent necessary to perform the temporary duty at an acceptable level.

SECTION 26.05: PLACEMENT OF PARTIALLY DISABLED EMPLOYEES

For those employees who have been informed by OWCP that they are not totally disabled to perform a part of their usual duties or who are able to perform work of a different nature, the Employer will attempt to restructure the employee's current position or assign the employee to a position that will accommodate the employee's medical restrictions.

SECTION 26.06: REVIEW OF RECORDS

The designated personal representative of the employee may meet with appropriate Management officials to review the employee's medical restrictions, position description, and qualifications to maximize placement opportunities and to reduce and/or eliminate adverse impact on the employee as a result of his or her injury or illness.

SECTION 26.07: INJURY REPORTING FORMS

The Employer will ensure employees have access to forms necessary for proper recording and reporting of injuries. Such forms will be promptly provided to injured employees.

SECTION 26.08: OFFICIAL/DUTY TIME

A reasonable amount of official/duty time will be granted to affected employees and Union representatives for reviewing documents and processing claims at the activity where the employee works.

ARTICLE 27

COMPETITIVE SOURCING

The Parties agree to refer to the OMB circular.

ARTICLE 28

DISTRIBUTION AND PUBLICITY

SECTION 28.01: BULLETIN BOARDS, NEWSPAPER STANDS

The Employer agrees to furnish space on all official bulletin boards. The Employer will direct custodians of official organizational bulletin boards to provide the Union with two (2) square feet of space for posting Union data.

SECTION 28.02: UNION DISTRIBUTION

The Union may publish at no expense in both the daily bulletin and Hansconian information of value to bargaining unit members within the guidelines applicable to union and other non-governmental HAFB associated organizations after submission to LRO.

SECTION 28.03: ORIENTATION FOR NEW EMPLOYEES

As part of the new employee orientation briefing, the local Union president or designee will be introduced to the employees and allotted up to ten (10) minutes to make a presentation to the group. Each month the Union will be furnished copies of the accession reports prepared by the Human Resources Office that contain the names, positions, titles, grades and office symbols of employees newly appointed to Hanscom AFB during the previous month.

SECTION 28.04: NOTIFICATION OF EMPLOYEE RIGHTS

The Employer will furnish all new appropriated fund employees the intent of the following information during new employee orientation:

Title VII, CSRA, outlines the program for Labor Management Relations in federal service. Each employee of the executive branch of the federal government will have and be protected in the exercise of the right, freely and without fear of reprisal, to form, join, and assist a labor organization, or to refrain from such activity. This right may be exercised freely and without fear of reprisal or coercion from either the Employer or a Union.

SECTION 28.05: DISTRIBUTION OF CONTRACTS TO BARGAINING UNIT MEMBERS AND TO THE UNION

Upon completion of the negotiation of this contract and any supplements thereto, the Employer agrees to distribute booklet form copies of said agreement to all existing bargaining unit employees through the Union. The Employer will make available through the Union, one copy of the Labor Agreement to each bargaining unit employee, plus one-hundred (100) copies to the Union. It is further agreed that, at the expiration of the contract, the Union may demand to

bargain upon the issue of additional copies to be provided by the Employer during the period of renegotiation of the contract. Further, each new bargaining unit employee will receive a copy of this Agreement provided by the Employer.

ARTICLE 29

NEGOTIATIONS DURING THE TERM OF THE AGREEMENT

SECTION 29.01: MUTUAL RIGHTS AND OBLIGATIONS

The Union President or designee and Employer will designate an official(s) to represent it in mid-term bargaining matters. The Union President or designee and Employer will designate an adequate staff with authority to facilitate prompt response to the negotiations undertaken.

SECTION 29.02: NEGOTIATIONS FOR COMMAND DIRECTIVES

When a bargaining obligation is generated by a proposed directive at Base or Command level or a directive issued above Command level, the following procedures will apply:

- A. The Employer will notify the Local Union President in Section 29.01 above of the intended changes in conditions of employment. A reasonable time period/date following the notification will be identified as the proposed implementation date. The local president or designee may request and will be granted a meeting to discuss the change.
- B. If the Union wishes to negotiate, in accordance with entitlements under CSRA, concerning proposed changes, the Union will notify the Labor Relations Office within five (5) calendar days. The Union will submit written proposals to the Labor Relations Office within a reasonable time after receipt of Employer's notification. Negotiations will normally begin within five (5) workdays after receipt by the Labor Relations Office of the timely Union proposals. If possible, the identified implementation date will be postponed by the Employer to complete negotiations in good faith.
- C. Agreements reached under this Section will be promptly implemented by supplementation to this agreement as appropriate. The employer will publish and distribute such agreements as applicable.

SECTION 29.03: DISPUTES AND IMPASSES IN MID-TERM NEGOTIATIONS

In the event the negotiating parties cannot reach agreement, the following procedures will be applied if either party wishes to pursue final resolution:

- A. If the dispute involves statutory or regulatory negotiability issues; they will be processed as prescribed in Title VII, CSRA, and implementing laws, statutes, or codes (that is, FLRA).
- B. If the dispute involves the issue of whether proposals conflict or otherwise violate the provisions of this Labor Agreement, it will be resolved in accordance with Articles 5 and 6 of this Labor Agreement.

C. Either party may seek the assistance of the Federal Labor Relations Authority (FLRA), Federal Mediation and Conciliation Service (FMCS) or the Federal Service Impasses Panel (FSIP) in accordance with the rules and regulations of those agencies.

ARTICLE 30

DURATION/AMENDMENTS

SECTION 30.01: EFFECTIVE DATE

A. ~~The Negotiated Labor Agreement (NLA) will become effective upon Union approval and approval by the Employer and higher headquarters (not to exceed thirty (30) days).~~ Subsequent to such approval, any supplemental negotiated agreements require approval and become a part of this basic agreement.

B. The Labor Agreement (and any subsequent supplements) will be binding upon the Employer and the Union for a period of three (3) years from the effective date of the basic agreement. This Labor Agreement shall remain in effect through completion of contract negotiations for new follow-on contract.

SECTION 30.02: AMENDMENTS

By request of either party, this agreement may be opened for amendment after it has been in force and effect. Negotiation of any such amendment will begin within thirty (30) calendar days after receipt of a request to reopen. In addition, in the event any changes to existing law, statute, or code require revision of this agreement, the Employer will meet with the Union to work out necessary changes. In any event, the request for revision by either party will be in writing and include a summary of the basis for the request. Revisions will become effective upon approval by the Union, approval by the Employer and approval by higher headquarters (not to exceed thirty [30] calendar days).

ARTICLE 31

CHILD DEVELOPMENT PROGRAM

- A. The Child Development Program provides or arranges for equal access for children of civilian employees as provided to military personnel. High quality child care, with an active developmental approach to learning, is provided for children between the ages of six (6) weeks and six (6) years of age. A school-age care program is provided for children aged six (6) years through twelve (12), or attending kindergarten through sixth grade.
- B. Prescribed uniform fees for service provided or arranged for will be in accordance with The Military Child Care Act of 1989 (Public Law 101-189) and any/all amendments thereto.

ARTICLE 32

CIVILIAN DRUG TESTING PROGRAM

The Union and the Employer agree that the Civilian Drug Testing Program will be conducted IAW AFI 44-107.

ARTICLE 33

USE OF OFFICIAL FACILITIES AND PUBLICITY

- A. The Employer will direct custodians of official organizational bulletin boards to provide the Union two (2) square feet of space for posting Union data.
- B. The Employer will make office space available, on a sole-use basis, for the Union on Hanscom Air Force Base. The Employer will make office space available, on a sole-use basis, for the Union at New Boston Air Force Station. The Employer agrees that the office space and furnishings currently provided to the Union will not be reduced without negotiation with the Union. Furthermore, equipment and furnishings will be updated to be consistent with current technology and decor. The Union will be furnished two posted reserved parking spaces reasonably close to the Local officer's workplace without charge and a placard entitled "Official US Government Business" for parking in posted reserved spaces for US Government vehicles.
- C. Officials of the Union (assigned to Hanscom AFB and New Boston AS) will be provided, at Employer expense, Base interoffice mail service, Electronic-Mail service, copy machine, desk top calculators, etc. At Employer's expense, the Employer will provide the Union with Audix, and computer hardware and software necessary to access Electronic-Mail and run MS Word, MS Excel and MS PowerPoint and access to a laser quality printer.
- D. The Employer agrees that information regarding the assigned strength in the Units (i.e., the Unit Manning Document) will be provided to the Union (assigned to Hanscom AFB and New Boston AS) on at least a regular quarterly basis (within fourteen [14] calendar days from the start of the quarter) in hard copy and in ASCII text file format with the correct data structure provided. A copy of the current and all future issuances of the Hanscom AFB Organizational and Functions Chart book prepared by 66 MSS/MOF will also be provided.
- E. The Employer agrees to provide the Union with two (2) Class "A" telephone lines and telephones at the Hanscom AFB Union office and one (1) Class "A" telephone line and telephone at the Union office at New Boston AS.
- F. The Employer agrees to publish in the Base Telephone Directory the name, building, and telephone number of the Union office.
- G. At the request of the Union, appropriate meeting facilities will be made available during duty and/or non duty hours of the employees involved for special or regular meetings of the Union in the interest of the Units as a whole.
- H. The Union is entitled to submit to the Employer informational material for inclusion in the Hanscom Air Force Base Bulletin.

I. If not available through normal distribution channels, the Employer will furnish one copy of all 36-series Air Force Instructions to the Union within fifteen (15) calendar days of receipt together with all supplements and revisions. A copy of a Federal Personnel Manual Letter, regulation, supplement or revision as well as Comptroller General (CG), Federal Labor Relations Authority (FLRA), Federal Service Impasses Panel (FSIP), and Merit Systems Protection Board (MSPB) rulings and decisions will be furnished on request. The Employer agrees to provide full access to applicable policies, procedures and regulations.

ARTICLE 34

LABOR-MANAGEMENT PARTNERSHIPS

A. The effectiveness of Labor-Management partnerships will depend on the skill, flexibility and commitment of Union and Agency representatives at work places throughout the Government. The Employer and Union will build Labor-Management partnerships specifically tailored to the needs of employees, their representatives and the Employer based upon current guidance. The guidelines that follow are an initial effort by the US Office of Personnel Management to provide guidance for implementing Labor-Management partnerships. These guidelines will be utilized in implementing a labor-management partnership for bargaining unit employees covered by this agreement.

B. Agencies and Unions will give priority to forming or adapting partnership councils. They should be established at appropriate levels which generally would include offices and installations that have authority to deal with one or more bargaining units.

C. The parties comprising each committee or council are encouraged to commit to a "Partnership Principles Agreement." The agreement will address such matters as (1) the organizational arrangements for partnership and (2) procedures for resolving disputes among parties.

D. Establishing or adapting partnership councils will be a major step in achieving partnerships. Other methods of involvement may also be appropriate and useful for both bargaining unit and non-bargaining unit employees.

E. The partnership approach to Government reform, problem solving and dispute resolution requires that all participants have certain knowledge, skills and abilities. Therefore, a first priority of business for Agencies and their partnership councils should be to conduct needed training for line managers, first-line supervisors and Union representatives who are federal employees. As a first step, training should be provided to the Employer and Union representatives who will be conducting bargaining in the near future. Any training provided in this context should include training in communication and cooperation skills. This training will need to be conducted on a continuing basis to reflect new approaches and to meet the training needs of new personnel. The Federal Labor Relations Authority, the Federal Mediation and Conciliation Service and the Office of Personnel Management are available to assist agencies to conduct such training.

F. Consistent with the interest-based bargaining, all proposals should be evaluated against agreed-upon criteria. As specifically stated by the National Performance Review, the primary criterion should be to make Government capable of delivering the highest quality services to the American people. This covers such matters as achieving service to the public equal to the "best in the business," improving productivity, streamlining operations and reducing over-control and

micro-management. Therefore, the parties to the maximum extent feasible provide for the integration of all interests (i.e., employees, their Unions, the Employer and the public) with regard to workplace issues. Together, agencies and Unions will strive for broadly supported solutions to work place problems and for high-quality outcomes.

G. At each work place where there is a partnership council, Agency and Union representatives will develop a plan for evaluating the impact of their partnership on organizational performance. The scope and methods of these evaluations will be feasible and useful to the participants. Assistance in developing an evaluation plan may be available from Agency and Union sources and from the Federal Mediation and Conciliation Service, the Federal Labor Relations Authority, the Office of Personnel Management, and the Department of Labor.

H. The parties agree that regularly scheduled meetings between officials of the Employer and the Union will occur to facilitate a constructive labor-management relationship. To this end, the Employer and the Union agree to meet semi-annually on dates mutually acceptable to the parties. Such meetings will be held in facilities of the Employer. Attendance shall generally be with the ESC Commander or his/her designee (Vice Commander, Senior Civilian Officer, 66th Air Base Wing Commander or his/her designee) and the President of NAGE, Local R1-8, other Local Presidents of HAFB Unions and the LRO. Additional attendees will be upon mutual agreement of the parties.

ARTICLE 35

OVERTIME

A. The Employer agrees to an equitable distribution of overtime. Overtime will be assigned for accomplishment to those employees in an organizational unit where the overtime has become necessary and who would normally perform such work during a regular duty assignment. Overtime is the sole responsibility of the organization supervisor. The Employer will not be restrained from giving consideration to matters of health and differences in individual productivity where supervision is either restricted or absent, special skills, requirements and continuity of work.

B. The Employer agrees that unless it gives written notice, neither it nor any on-base function will unilaterally take or permit action that will arbitrarily extend the normal workday without paying overtime or compensatory time, as applicable.

C. The Employer agrees to give first consideration to bargaining unit employees in the assignment of overtime before assigning such duties to non unit employees. Such consideration will include health and safety factors, budget constraints, and employee qualifications.

D. An employee required to work more than three (3) hours of overtime beyond his or her normal eight (8)-hour workday may request the use of the base transient facilities (Base Inn) on a "space available" basis.

ARTICLE 36

WAGE AND SALARY

- A. The Employer agrees to inform the Local when notified by the local Wage Survey board, team, or committee that a full scale or interim Wage Survey is to be conducted. The Union will be allowed to provide a list of nominees to participate in the survey.

- B. The Employer agrees to provide to the Union a copy of any revised Wage Scale affecting bargaining unit members and resulting from a Wage Survey.

ARTICLE 37

RESIGNATIONS

The Union recognizes that a resignation is binding on the employee once he or she has submitted it; however, the Employer will permit an employee to withdraw his or her resignation at any time before it has become effective if it is administratively feasible to do so. When the Employer does not permit an employee to withdraw his or her resignation before it has become effective, the reason will be explained to the employee, in writing, within five (5) calendar days of the denial.

ARTICLE 38

EMPLOYEE ASSISTANCE PROGRAM

The Employer will provide services to the employee that can assist with emotional, relationship, family, alcohol, financial and job concerns. Assistance is available all day, all week and all year at 1-800-222-0364.

ARTICLE 39

MISCELLANEOUS

A. An employee who becomes aware of an unexplained increase or decrease in his/her pay must report the change to the Financial Management Office. When an employee erroneously receives overpayment, the employee will be informed how he or she may seek a waiver of such a claim by the Financial Management Office. If a decrease in pay proves to have been erroneous, the Employer will make a timely adjustment in the pay of the affected employee.

B. The Employer agrees to inform the Union when it is proposed to reorganize any function(s) and afford the Union an opportunity to bargain on impact and implementation. The Employer will provide the Union with the following information in advance:

(1) The reasons for the proposed action.

(2) "Before" and "After" chart depicting the current organizational structure and the proposed structure to include the AFSC for military positions and the civil service occupational series, grade and title for civilian positions.

C. In the event of an employee's death, information on and assistance with procedures necessary to obtain benefits for the deceased's family will be provided by the Employer to the family of the deceased. The Employer agrees to publish a brief summary of this process annually.

D. If the Employer or a government agency requests/requires an employee to qualify on equipment requiring a classified or special license, the Employer shall allow such employee the use of the equipment, so required, in order to take the examination. An employee who needs to qualify on equipment requiring a classified or a special license shall be allowed duty time for this purpose, and provided any assistance needed to the extent permitted by law, statute or code.

E. The parties agree that the principle of a fair day's work for a fair day's pay shall be observed at all times and employees shall perform their duties in a manner that best represents the Government's interest.

F. The Employer agrees to provide the Union, on a quarterly basis, a listing of all bargaining unit employee positions. To be included on this listing will be whether the position is vacant or occupied. If occupied, the listing will include the name, series and grade, office symbol, position number, and title of the employee.

G. The Employer agrees to provide the Union, on a quarterly basis, a listing of all dues-paying bargaining unit employees. To be included on this listing will be the name, series and grade, office symbol, position number, title, and home address of the employee. Home addresses will only be released if the employee has authorized the release of his/her home address.

H. All on-base driving violations involving the assessment of traffic points will be fully explained by the security police at the request of the employee. The employee will also have an opportunity, if desired, to review his/her assessment of traffic points (violations) prior to any action being taken to revoke his/her on-base driving privileges. The employee may have Union representation for such review if he/she wishes. A final decision for the revocation of a driving permit may be appealed under existing law, statute, code or the negotiated grievance procedure.

I. The Union will be informed and will be given the opportunity to request bargaining prior to any change to existing driving and parking policies that impacts the bargaining unit.

J. Employees shall not be charged for equipment loss or damage unless clear proof of negligence is shown. The term "negligence" is intended to mean failure to exercise care of an ordinarily prudent person in the same situation.

ARTICLE 40

PUBLIC TRANSIT SUBSIDIES

A. In accordance with Section 629(a), Title IV- General Provisions of Public Law 101-509 as made permanent in 1993 by Public Law 103-172.

B. The agency will pursue involvement in any program established by the state or local government that encourages employees to use public transportation, car or van pools. Such programs may involve the sale of discounted transit passes or other incentives that reduce the cost to the employee of using public transportation, car or van pools.

ARTICLE 41

JOB-SHARING PROGRAM (FOR PART-TIME EMPLOYEES)

A. The Employer will support the Government policy on part-time employment (IAW 5 CFR 340 and applicable AFIs) that provides agencies the flexibility to decide where part-time positions best fit into their organizational structure. Job sharing (filling one position with two part-time employees) enables the Employer to staff a full-time position and also provides part-time schedules that would otherwise not be available.

B. Supervisors will identify training needs for special needs part-time employees. Individual training plans will be developed and maintained and made available to the employee. The Employer will make every reasonable effort to ensure special needs employees receive opportunities for development to enhance their skills so that they perform at the highest potential and advance in accordance with their abilities.

ARTICLE 42

PHYSICAL FITNESS AND WELLNESS PROGRAMS

A. In accordance with the Air Force and Air Force Materiel Command (AFMC) civilian fitness and wellness initiatives, employees may be allowed to voluntarily participate in physical fitness and wellness programs. Fitness activities suitable for excused absence should address cardiovascular/aerobic endurance, strength endurance, flexibility and body conditioning. Examples of wellness program activities include AFMC Civilian Health Promotion Services (CHPS) and Employee Assistance Programs (EAP) offered at Hanscom Air Force Base (HAFB). These services include, but are not limited to, an annual health assessment, health education classes for nutrition, exercise, stress and weight management, and tobacco cessation. Full-time employees will be excused with no charge to leave, for up to 3 hours (recommended 1 hour minimum to 1 1/2 hour maximum per session) per week, for these activities. However, the supervisor may make the ultimate determination as far as the minimum and maximum per session. Use of time for fitness\wellness activities by part-time employees should be pro-rated to correspond with the number of hours worked per pay period, applying the following formula:

Number of hours worked bi-weekly (part-time schedule) divided by 80 hours (full-time schedule) = % of (maximum 3 hours per week) time allowed for part-time employees.

Example 1: part-time employee working 32 hours per week/64 hours per pay period
 $64/80=80\%$ 80% of 3 hours per week = 2.4 hours per week
Rounded to the nearest time keeping increment (15 minutes/.25 hrs) = up to 2.5 hrs/week.

Example 2: part-time employee working 24 hours per week/48 hours per pay period $48/80 = 60\%$ 60% of 3 hours per week = 1.8 hours per week
Rounded to the nearest timekeeping increment (15 minutes/.25 hrs) = up to 1.75 hrs/week.

B. Unused periods cannot be banked and carried over to the next week. Periods used per week include time for changing clothes, showering, and travel to/from the fitness/wellness program location. Use is restricted to facilities under the direct control of the installation commander. In limited circumstances, alternate arrangements may be made for employees located off the installation, but do not include the use of private fitness facilities. Fitness/wellness periods can be combined with authorized breaks or in conjunction with the regularly scheduled lunch break.

C. Employee must initiate a request to his or her supervisor containing the doctor's certificate from his/her primary care provider/physician certifying which physical fitness activities are permitted and if there exists any limiting physical conditions. These conditions must be noted on the doctor's certificate. The request form is not necessary for participation solely in wellness activities/EAP, but is required for participation in fitness activities. Request sheet must be filed

in the employee's Supervisor's Employee Work Folder. Individuals serving in Performance Improvements Periods (PIP), formally identified with sick leave abuse, or employees who have abused this privilege are ineligible to participate in the program. Scheduling for participation on the fitness/wellness program must be accomplished through the employee's first level supervisor. Participation for short periods of time may be disallowed by the supervisor during temporary workload surges to include periods of mandatory overtime. Specific times for participation may be dictated by mission requirements and approved in advance. Management may revoke participation privileges if abuse is formally identified.

D. Employees should maintain a diary of all activities goals and progress. Employees must provide their supervisor with information necessary to appropriately code timesheets for excused absences.

ARTICLE 43

GOVERNMENT TRAVEL CARD PROGRAM POLICY

A. It is recognized that an increasing number of federal employees use the Government's Travel and Transportation Payment Expense Control System to pay for their official travel. Using the contractor-issued charge card, federal employees pay for routine travel expenses such as airline tickets, hotels and meals and then are billed for those expenses. Employees are reimbursed by the Employer for allowable amounts of the charged expenses. The program was developed to reduce cash accounts maintained by the Employer for travel advances. Under the charge card program, the Employer also may authorize federal employees' use of ATM services for cash withdrawal while traveling on official business.

B. The following have been agreed to regarding the use of the Government Travel Card Program.

- (1) The bargaining unit employees are not liable in the event of a lost or stolen card.
- (2) The Privacy Act Statement will appear on all information sent regarding this program.

ARTICLE 44

TELEWORK (ALTERNATIVE WORKPLACE ARRANGEMENTS)

A. The parties recognize that TELEWORK refers to any arrangement in which an employee performs officially assigned duties at an alternative worksite on either a regular and recurring, and/or an ad hoc basis.

B. The parties recognize that the employees Positions eligible for TELEWORK are those involving tasks and work activities that are portable, do not depend on the employees being at the traditional worksite, and are conducive to supervisory oversight at the alternative worksite. Positions shall not be excluded as eligible on the basis of occupation, series, grade or supervisory status. Tasks and functions generally suited for TELEWORK include, but are not limited to:

- (1) thinking and writing;
- (2) policy development;
- (3) research;
- (4) analysis (e.g., investigating, program analysis, policy analysis, financial analysis);
- (5) report writing;
- (6) telephone-intensive tasks;
- (7) computer-oriented tasks (e.g., programming, data entry, word processing, web page design);
- (8) data processing

C. Supervisors will have the authority to approve TELEWORK plans proposed by bargaining unit employees. Employee's requests for TELEWORK will be given full consideration based on merit and consistent with the DOD TELEWORK Policy posted on the 66 MSS/DPC website. Participation in the program will be terminated if an employee's performance does not meet the prescribed standard or if the TELEWORK arrangement no longer meets organizational needs.

D. Upon written request of union, a copy of the quarterly report will be provided by management.

E. TELEWORK arrangements are designed to be used as an option to meet organizational goals. Management will strive to ensure organizational goals are being met, e.g., TELEWORK arrangements must not hinder mission accomplishment. Positions eligible for TELEWORK are those involving tasks and work activities that are portable, do not depend on employees being at the traditional worksite, and are conducive to supervisory oversight at the alternative worksite. Positions shall not be excluded as eligible on the basis of occupation, series, grade or supervisory status.

F. Upon release of new telework policy, the parties will return to negotiations.

Executed this 10th day of May 2012 at Hanscom Air Force Base, Massachusetts.

APPROVED: No violations of statute or regulation are intended or included.

Date: 20120515

Director of Manpower and Personnel