

ARTICLE 1 - PARTIES TO THE AGREEMENT

Section 1. **AUTHORITY:** This Agreement is executed between the Commander of the 341st Space Wing, Malmstrom Air Force Base (hereinafter referred to as the Employer) and the American Federation of Government Employees, Local 2609 (hereinafter referred to as the Union).

Section 2. **PURPOSE:** It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of Public Law 95-454, Title 7, and to establish a basic understanding relative to personnel policies, practices and procedures and matters affecting working conditions of employment.

Section 3. **UNIT DESCRIPTION:** The unit to which this Agreement is applicable is composed of all eligible employees on Malmstrom Air Force Base excluding management officials, supervisors, employees engaged in civilian personnel work in other than a purely clerical capacity, and professional employees.

Section 4. **EXCLUSIVE RECOGNITION:** The Employer recognizes the Union as the exclusive bargaining agent for the employees in the unit. Such recognition shall continue as long as the Union is representative of the employees under the criteria set forth for exclusive recognition in (Public Law 95-454), Title VII, Federal Service Labor Management Relations.

ARTICLE 2 - RIGHTS OF THE EMPLOYER

Section 1. The Employer is required to consult or negotiate with the Union as required by applicable law and Executive Order. The Union may present its views in writing to the Employer. This does not preclude the parties from negotiating, within appropriate regulations, arrangements for employees adversely affected by the impact of realignment of work forces or technological change.

ARTICLE 3 - RIGHTS OF THE EMPLOYEE

Section 1. The parties to this Agreement recognize that federal employees have and shall be protected in the exercise of the right, to freely and without fear of penalty or reprisal, to form, join and assist a labor organization or to refrain from such activity.

Section 2. This Agreement does not preclude any employee of the unit regardless of labor organization membership, from bringing matters of personal concern to the attention of appropriate Union or management officials in accordance with applicable law, rule, regulation, or Air Force policy or from choosing his/her own representative in an appeal action.

Section 3. The Employer shall take such action, consistent with law, as may be required to assure that employees are apprised of the rights described in this article, and that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in a labor organization.

Section 4. The freedom of such employees to assist a labor organization shall be recognized as extending to participation in the management of the labor organization and acting for the labor organization in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress or other appropriate authority.

Section 5. The Employer will take the necessary action to assure that no pressure or duress is exerted to obtain employee participation in charitable drives sponsored on Malmstrom AFB.

ARTICLE 4 - UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Union agrees to represent in good faith the interests of all eligible employees in the unit, without regard to membership in the Union.

Section 2. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment. The right of the Union representative does not apply to informal discussions or personal problems between an employee and an immediate supervisor.

Section 3. Authorized representatives of the American Federation of Government Employees, including any former employee who is an authorized representative of the Union, who has business to conduct at Malmstrom AFB relative to AFGE Local 2609 shall obtain prior clearance for such business or visit in advance through the Civilian Personnel Office. The AFGE visitor agrees to abide by appropriate base rules and security regulations.

ARTICLE 5 - EMPLOYER-UNION COOPERATION

Section 1. The Employer will annually furnish the Union a list of the names, position titles, grades and organization units of all eligible employees of the unit when requested by the union.

Section 2. The Union will be allowed to have a representative at new employee orientations. The attendance of a Union representative will be on official time, if otherwise in a duty status. Fifteen minutes will be allowed for the Union representative to explain the function of the Union and its representational responsibilities. Packets of materials may be made available to new employees at these meetings by the Union.

Section 3. Management shall provide the names and organizations of all bargaining unit employees appointed, transferred, promoted or separated within the last 90, or detailed for 120 days or more, to the union upon written request from the union, but no more than four request per year, with specified information clearly identified.

Section 4. At least five working days prior to filing an Unfair Labor Practice (ULP) charge, the parties will meet informally to attempt to resolve the matter.

Section 5. It is agreed that the President of AFGE Local #2609 will be provided a management defined space to be used as an office. All construction of an office space will be completed by Union members on other than official time, and when approved by management. Self help construction materials will be provided by the Union and approved by management. The location and construction of office space for the Union will in no way bind management to future Union office space, nor will it preclude management from requiring the Union to move to another site. Any changes or alterations made to accommodations will become the sole property of management, or if directed by management, all constructed areas will be removed by the Union at no cost to the Air Force in either time or materials. Protection and replacement of lost or stolen equipment within the Union office is not the responsibility of the Air Force. Cleanliness of the office will be maintained within acceptable Air Force standards.

ARTICLE 6 - MATTERS APPROPRIATE FOR NEGOTIATION OR DISCUSSION

Section 1. Officials of The Employer and officials of the Union are obligated to negotiate in good faith on appropriate matters with the objective of reaching agreement by the diligent and serious exchange of information and views and to avoid unnecessarily protracted negotiations. Matters appropriate for negotiations shall include personnel policies and practices and matters affecting working conditions, including but not limited to, such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, procedures for granting leave, promotion plans, and hours of work which are within the authority and discretion of the Employer.

Section 2. Management will honor the obligation contained in 5 U.S.C. 7117, to bargain in good faith with the Union prior to implementing any changes to personnel policies and practices or matters affecting working conditions of employees of the unit. When the Union receives a notice from management proposing a change that involves a requirement for impact and implementation bargaining, the Union must make its intent known to management within seven (7) work days from the date the proposed change is received. Should the Union desire to negotiate the issue, it must present proposals within fourteen (14) work days of receipt of the proposed change. If the Union does not make a timely written request for negotiations, it will be deemed to have waived such right. Negotiations shall commence no later than seven (7) working days after receipt of the Union's proposals. The approved results of such negotiations will be committed to a memorandum of agreement and will if necessary become part of the basic agreement. Official time will be granted as provided in Article 7. A workday is defined as a day between Monday and Friday, except federal holidays.

Section 3. The Employer is free to unilaterally implement the change after it has bargained to impasse with the Union; however, the Employer must notify the Union of the intended date of implementation and if the Union submits the issue to the Federal Service Impasse Panel, the Employer cannot implement the change until the Federal Service Impasse Panel has completed its work on the impasse, except where implementation is necessary to meet mission requirements.

Section 4. Management or Union is not bound to any agreement concerning this LMA unless notice has been given to the LMO and Union President and such agreement has been signed by the Union President and 341 SW/CC or a duly authorized representative. This provision does not preclude communication between the Union and Employer concerning labor relations. Communication is encouraged.

ARTICLE 7 - UNION REPRESENTATION/OFFICIAL TIME

Section 1. The Employer agrees to recognize the officers of the Union and all representatives duly designated by the Union. It is agreed and understood that representatives of the Union have authority to represent employees of the unit when designated by an employee as the employee's representative in appeal or grievance procedures.

Section 2. In order to develop and maintain effective labor-management relations, the Employer agrees to allow official time as provided for in Section 3 and Section 4 below to employees who are officials/stewards of the Union who are otherwise in a duty status to accomplish the specified functions as defined in these Articles. In matters of appeals and grievances, the Union will be afforded equal representation.

Section 3. No official time shall be authorized for functions not listed or referenced in this Article unless mutually agreed by the parties. Official time is prohibited for any activity performed by an employee

relating to the internal Union business (including solicitation of membership, election of Union officials, collection of dues, etc). Employees who are otherwise in a duty status will be granted official time to prepare and present appeals and grievances under the Negotiated Grievance Procedure in accordance with Article 30. Employees will be released at the earliest opportunity consistent with workload requirements.

Section 4: Management recognizes the Union's need for adequate official time and representational time during duty hours. At the same time, the Union recognizes the mission needs of Management.

Thus, in order to provide adequate representation during normal duty hours, Management agrees to grant the Union President, or a designee appointed in writing during an extended absence of the Union President, twenty-five (25) hours of official time per week for representational duties. The Union shall provide the Labor Relations Officer with the written appointment of the designee prior to the extended absence of the Union President.

Management and the Union recognize the value of Partnership and other activities. As a result, the 341 Space Wing Commander, or his designee appointed in writing, may grant additional official time to the Union President, or his designee, for Partnership Meetings or other activities as needed. The Union President shall submit a written request for such additional official time to the 341 Space Wing Commander, or his designee. In no event, shall more than a total of forty (40) hours per week be granted for official time for the Union President or his designee.

Management recognizes the Union's need for adequate time for other matters as the need arises. As a result, Management agrees to grant the Union ten (10) hours per duty week, Monday through Friday, for additional matters such as clerical and administrative support, labor relations issues, representational time by Union Officials (other than the Union President or his designee), or participation in Partnership Meetings by Union Officials (other than the Union President or his designee). The Union may allocate these additional ten (10) hours as needed among Union Officials, except to the Union President or his designee. The Union shall provide the Labor Relations Officer with a list of Union Officials using official time under this Article.

Hours of official time granted under this Article will not include time granted to conduct negotiations (Impact and Implementation, or Contract Negotiation), attend third party hearings, or attend meetings with management officials that have been previously coordinated with the Labor relations Officer.

Section 5. The Employer agrees to recognize a total number of stewards equal to one (1) steward to fifty (50) bargaining unit employees or fraction thereof plus the business representative. The Union will maintain with the Employer a current list of all officer and representatives of the Union. Any changes to the list will not be recognized by the Employer until written receipt of the change is received by the Employer. The Union will be responsible for appointing and assigning stewards to their representational duties.

Section 6. The Employer and the Union agree that shop stewards and officers of the Union may be included in training programs covering labor-management relations and contract agreement administration and that if such training is conducted during the employee's regularly scheduled tour of duty, employee will attend in a duty status.

Section 7. It is agreed that internal Union business, such as soliciting membership, collecting dues, electing officers, meetings, posting and distributing literature, serving as a labor organization observer at grievance proceedings when the employee's designated representative is from the Union, or serving as an

advisor to the employee or his/her representative during appellate proceedings but not officially designated as the employee's representative, will be conducted during the annual leave or leave without pay status of the employee and/or Union representatives involved.

Section 8. When a steward is authorized to discuss a grievance with an employee, every effort will be made by the Employer to provide an appropriate facility for this discussion.

Section 9. A Union steward/official must obtain permission from their supervisor for the use of official time. When the Union representative is released from work they will provide the supervisor with the appropriate time card code, (BA for negotiations, BD for Labor/Management relations, BK for grievances and appeals, Partnership activities is a BD code as verified in writing by the Union). If the Union official is leaving their immediate work area they will advise the supervisor where they are going, and when they may be expected to return. The supervisor will release the Union official at the earliest opportunity consistent with the workload requirements. Union officials will contact the supervisor of the individual they intend to see prior to entering a shop area.

ARTICLE 8 - PAYROLL WITHHOLDING OF DUES

Section 1. Union dues shall be deducted by the Employer from an employee's pay each pay period when the following conditions have been met:

- a. The employee is a member in good standing in the Local.
- b. The employee has voluntarily authorized such a deduction on Standard Form 1187, Allotment Form.
- c. The employee's earnings are sufficient, after all other legal deductions, to cover the full amount of the allotment.
- d. Section A of the allotment form has been completed and signed by an official of the Local and the form has been received by the Civilian Payroll Office.

Section 2. There is established a multiple dues structure. The Employer shall deduct Union dues in the amount listed on Standard Form 1187 signed by an employee of the unit for which the Local holds exclusive recognition.

Section 3. The Local shall be responsible for insuring that the Allotment Form is provided and made available to the members, and shall insure that all employees are fully informed concerning the program for payroll deduction of the Union dues, its voluntary nature, the uses of the required form and the procedure for revocation of allotments.

Section 4. Deduction of Union dues shall begin with the first pay period which occurs after receipt of a correctly executed Allotment Form by the Civilian Payroll Office. However, such forms must be received by the Civilian Payroll Office not later than three (3) working days prior to the beginning of the aforesaid payroll period. Employees may not request the deduction from their earnings of dues to more than one union.

Section 5. If the amount of regular dues is changed by the Local, the Civilian Payroll Office will be notified in writing by the Local of the rate and effective date of the amended dues structure. The

amended amount will be withheld effective with the payroll for that pay period following the pay period during which the notice is received in the payroll office, unless a later date is specified by the Union. Any change in the amount of a deductible for optional benefits sponsored by the Union will be administered in the same manner as above. Such changes shall normally not be made more frequently than once in twelve (12) months.

Section 6. The amount of dues withheld shall be transmitted by the employer not later than ten (10) working days after the close of the pay period in which the deduction was made. With each remittance, the payroll office shall provide the Local with a copy of the computer printout containing the following information as a minimum:

- a. Names and payroll number of each employee for whom dues are being deducted and the amount of each deduction.
- b. Total number of employees for whom dues are withheld.
- c. Total amount withheld.

Section 7. An employee may revoke an allotment for Union dues by submitting a Form 1188 within 14 calendar days prior to the employee's anniversary date of Union membership. Form 1188's submitted prior to or after the above date will be returned to the employee as being untimely. An allotment may not be revoked until it has been in effect for a period of one (1) year. The effective date of revocation will be the first pay period following receipt of the Form 1188. A copy of any timely filed Form 1188 will be forwarded to the Union not later than 14 calendar days after receipt by the payroll office. When just cause, such as but not limited to leave without pay, is presented by the employee that prevented a timely filing of a Form 1188, the filing period will be waived.

Section 8. An employee's voluntary allotment for payment of their Local dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- a. Loss of exclusive recognition by the Local.
- b. Separation of the employee from the unit.
- c. Upon receipt of notice from the Local that the employee is no longer a member in good standing.

Section 9. The Local shall furnish the Employer at the earliest practicable date with a certification of the amount of dues and the name and address of the official of the Local authorized to certify Section A of Standard Form 1187 on behalf of the Union. The Local shall be responsible for giving the Employer prompt written notification of any changes in the name or address, or both, of the officials of the Local.

Section 10. This Agreement for Voluntary Allotment of Local dues shall become effective when duly signed by the appropriate officials of the Employer and the Local and shall continue in full force and effect for as long as the Local continues to be recognized by the Employer on an exclusive recognition basis for the employees involved. It may be amended or modified by the Employer and the Local from time to time by mutual agreement as may be required to appropriately reflect changes made in the regulations and directives pursuant to which it was negotiated. Modification or amendment of this Agreement may be required because of changes in applicable laws, rules, regulations or policies issued by higher authority after the date of this Agreement. Such amendments will be effective on a date

determined to be appropriate under the circumstances by both parties, subject to approval of Department of Defense.

ARTICLE 9 - PUBLICITY

Section 1. Space will be provided on existing bulletin boards designated by the Employer for posting of appropriate Union informational material. Where sufficient wall space is determined by the Employer to be available, Union furnished bulletin boards may be installed. The size of the Union furnished bulletin boards will be determined by the size of the area available. The Union agrees to maintain the bulletin boards in a current and orderly status. Upon request the Union will provide the Labor Relations Officer a copy of all items posted by the Union on any Union maintained bulletin board.

Section 2. The Employer agrees to prepare and transmit 100 copies of this Agreement to the Union. All changes and supplements to this Agreement shall be distributed in a like manner.

Section 3. The Employer agrees to permit distribution of newspapers, notices, and circulars sponsored by the Union. Distribution will be accomplished during non-duty hours of employees involved.

Section 4. The Employer agrees that new civilian employees will be informed by their supervisor of the Union steward for their organization.

Section 5. The Employer agrees that all employees will have access to Air Force publications affecting personnel policies, practices and working conditions.

Section 6. The Employer agrees to furnish the Union a copy of all pertinent Air Force Instructions (AFI's) in the "36" series and Air Force Manuals (AFM's) which pertain to policies, practices, and working conditions of bargaining unit employees.

ARTICLE 10 - HOURS OF WORK

Section 1. It is agreed that the following policies apply to bargaining unit employees:

a. The administrative workweek shall be seven consecutive days, Sunday through Saturday. The regular tour of duty consists of five eight-hour workdays. The basic workweek is the days and hours that make up the worker's 40-hour workweek.

b. Normally, breaks in working hours of more than one hour shall not be scheduled in any basic workday.

c. Generally, an employee will be scheduled to work the same hours each day of the basic workweek.

d. The usual basic workday shall not exceed eight working hours.

e. The occurrence of holidays shall not affect the designation of the basic workweek.

f. Lunch periods shall not normally be scheduled more than one hour either side of mid-shift.

g. Employees assigned to activities that use a shift rotation during the basic workweek shall normally be assigned to the same shift for a minimum of two pay periods.

h. When it has been determined by the Union that a majority of the bargaining unit employees in a work center desire to establish a one-half (1/2) hour lunch period, it will submit such a request to the appropriate supervisor, who will implement the request unless such change will adversely affect the accomplishment of the mission. Termination of such a schedule may be effected when it has been determined that such a schedule affects mission accomplishment.

Section 2. Changes to shifts, tours of duty, and alternate work schedules will be kept to the minimum possible. Before any change is put into effect, except as required by law, the Union will be notified and given seven (7) calendar days to concur or request impact and implementation bargaining. Should the Union desire to negotiate the issue, it must present proposals within fourteen (14) calendar days of receipt of the proposed change.

Section 3. Employees involved in rotational shifts/tours of duty shall have their schedule posted in their work area two weeks in advance. When it is not possible to post the schedule two weeks in advance, the appropriate area steward will be informed of the reason.

Section 4. Individual temporary changes in the shift assignment will be distributed and rotated equitably among qualified employees and the steward may consult with the supervisor concerning the equity. A record of employees involved in changes of shifts shall be maintained by the Employer and can be reviewed by the steward. Temporary changes for training or educational purposes will be processed in accordance with appropriate regulations.

Section 5. Employees in organizations which have a continuous operation (seven-day week) normally shall have their shift assignments arranged to allow each employee two consecutive days off. To the maximum extent possible, the Employer will provide each employee one weekend off each month.

Section 6. Unless required by law, tours of duty shall not be established or modified solely for the purpose of avoiding the payment of holiday or premium pay. Changes to work schedules will be preceded by proper notification.

Section 7. The Employer will provide a reasonable amount of time, when necessary, consistent with the nature of the work performed, for employees to clean up prior to the lunch period and at the end of the workday. In the same manner, a reasonable amount of time will be allowed for employees to perform incidental duties that are directly connected with the job, such as obtaining and replacing working tools or materials, undergoing inspections and similar tasks that are considered part of the job requirements. Such time is considered work time.

Section 9. Rest breaks may be granted in accordance with AFI 36-807. It has been determined that 15 minute rest breaks will be given. However, this will not change the practice in work centers or offices where employees are allowed to bring coffee or refreshment to their desk and thus are not entitled to a formalized break period.

Section 10. Alternate Work Schedules (AWS) will be permitted in work centers where it has been determined that an AWS will result in increased productivity, improved customer satisfaction, and possible cost savings. The following principles will be observed in regards to AWS:

a. There will be only one AWS in a flight. Squadron commanders may approve additional AWS's within a flight when requested by the union.

b. Alternate Work Schedules previously established in a flight will remain in effect until terminated in accordance with the procedures in paragraph “c” below.

c. Termination of an AWS will be effected when a reduction in productivity, or a diminished level of service has been demonstrated, or an increase in operation cost can be clearly demonstrated by appropriate evidence. The provisions of Public Law 97-221, Subchapter II, Section 4, will be followed in any termination of an AWS. Disputes over the administration of AWS may be resolved through the negotiated grievance procedure.

d. Employees may request to participate in an established AWS in a flight or follow and eight (8) hour schedule.

e. Employees for whom a compressed AWS would impose a personal hardship will be excluded from the schedule.

Section 11. Provisions of the Fair Labor Standards Act will apply to all bargaining unit employees.

Section 12. The administrative dismissal of civilian employees because of inclement weather will be based upon the negotiated procedures as defined in the 341 SW/CC policy directive.

Section 13. All meetings and training session as directed by management will be attended by employees in accordance with applicable laws.

ARTICLE 11 - OVERTIME

Section 1. Selection of an employee will be fair and equitable in relation to all employees qualified and available for overtime. Overtime will not be assigned to employees as a reward or penalty.

Section 2. In the assignment of unscheduled overtime, the Employer agrees to provide the employee as much advance notice as possible. Any employee scheduled to work overtime on days outside his/her basic workweek will be notified by noon of the day before, if possible.

Section 3. If failure to perform the overtime will prevent accomplishment of the mission, the employee is expected to perform the overtime.

Section 4. An employee called in to work outside of and unconnected with his/her basic workweek shall be paid a minimum of two hours pay, regardless of whether he/she is required to work the entire two hours. The employee shall be released upon completion of the call back assignment provided no other work is available.

Section 5. An employee who has completed their regular tour of duty will, if required to remain on duty in an overtime status, be authorized a meal break after two (2) hours, and every four (4) hours thereafter while continuing in that overtime status.

Section 6. Employees dispatched to the missile complex may be affected by adverse weather conditions which may result in their normal daily hours of work being altered. Employees directed to a missile alert facility (MAF) during normal duty hours will remain at the MAF until such time as they are released. If the release time begins after normal duty hours the employees will be placed in an overtime status. If weather conditions require they remain overnight (RON), official orders will be prepared placing them in TDY status. Employees who have been directed to RON at a MAF, and who are enroute to a MAF, may

request they be directed to RON in a near-by community if weather conditions permit and it is more reasonable that they be permitted to do so.

ARTICLE 12 - DETAILS

Section 1. A detail exists when an employee continues in their current status and pay and is temporarily assigned to a position with a higher or lower basic pay rate, or one requiring different qualifications from those now required in an employee's official position assignment.

Section 2. A supervisor may select any employee for detail in accordance with AFI 36-2024, and AFM 36-203.

a. The personal dignity of the employee and the type and level of regular duties and responsibilities against those the employee will be detailed to perform will be recognized. An employee will not be detailed as a disciplinary measure.

b. Details will be arranged to minimize personal hardship and inconvenience.

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

Section 3. Requests for details over 30 days to both established and unestablished positions will contain a brief description of the specific duties and tasks to be assigned and the reasons for the detail.

Section 4. A competitive detail will be processed in accordance with AFI 36-2024 and AFM 36-203, which requires that competitive procedures will be observed when an assignment is for a period in excess of 120 days to a position with known promotion potential, or at a higher grade.

Section 5. The Employer assumes the responsibility for keeping details within the shortest practicable time limits.

Section 6. Details of one (1) day or more will be noted on an employee's AF Form 971 when requested by the employee in writing. Whenever an employee has accumulated thirty (30) working days experience on a detail to a position in a different job series, he/she may submit an update of their experience to the Civilian Personnel Office to have such experience recorded in their official record. Any update to an employees experience must be certified by a supervisor for creditable detail time.

ARTICLE 13 - TEMPORARY PROMOTIONS

Section 1. Temporary promotions will be in accordance with AFI 36-2024 and AFM 36-203, and this Agreement.

Section 2. In lieu of a detail to a higher graded position known to exceed 30 calendar days, but not more 120 days, the employee will be temporarily promoted to the higher graded position using noncompetitive promotion procedures. Selections will be made from among qualified employees.

ARTICLE 14 - ANNUAL LEAVE

Section 1. Employees shall earn and be granted annual leave in accordance with applicable rules and regulations. The Employer agrees to maintain a reasonable leave policy and to grant annual leave to employees for the purpose of vacation and personal and emergency reasons, consistent with work requirements. Employees are encouraged to schedule annual leave in advance. Every reasonable attempt will be made to satisfy the desire of the employees with respect to approving annual leave.

Section 2. When the Employer finds it necessary to cancel previously approved annual leave, the reasons for such action will be explained to the affected employee and provided in writing at employee's request. Denial of use of annual leave will be based upon factors which are reasonable, equitable, and which do not discriminate against any employee or group of employees.

Section 3. The supervisor shall be responsible for scheduling and granting annual leave on an equitable basis with due regard for the needs of the Employer and the welfare of the employee.

Section 4. Annual leave for vacation purposes will be scheduled prior to the end of January for the calendar year. At least two weeks leave will be granted for this purpose, if requested, and the employee will accrue sufficient leave to cover the period. If the employee does not request annual leave, the supervisor will schedule leave for the employee, if necessary, to preclude forfeiture of leave. When conflict in scheduling leave occurs, the supervisor will confer with the employees concerned to obtain mutual agreement to resolve the conflict. If this step fails and in the absence of a determinable personal hardship, as determined by the supervisor, the person within the job level in the organizational element concerned with the earliest service computation date for leave purposes, will be given the first choice of the desired time. Subsequent choices will be based on the same criterion. Once an employee has made his/her selection, he/she shall not be permitted to change his/her selection when such change will disturb the leave of another employee or hamper the mission of the organization. If, for any reason, the employee's requested leave cannot be granted, the employee will be notified by 28 February, or as soon as possible, of the reasons.

Section 5. Where unforeseen emergencies arise requiring the use of annual leave not previously approved, approval of the use of annual leave may not be presumed by the employee. Employee must contact the supervisor or the supervisor's designated representative, either personally or by phone as soon as possible after the beginning of the absence, but normally not later than two hours after the start of the work shift and request approval of the use of annual leave.

Section 6. Annual leave, or sick leave, may be granted in fifteen (15) minute increments. All employees will complete a full workday prior to leaving the duty location unless the workday is shortened by the use of leave. It is understood that the authority to grant administrative leave is the sole responsibility of the Support Group Commander or designee.

ARTICLE 15 - SICK LEAVE

Section 1. Sick leave, if authorized and accrued, shall be granted to employees when they are incapacitated for the performance of their duties, provided that employees not reporting for work because of incapacitation for duty furnish notice to the supervisor or designated representative by telephone. Employees must notify their supervisor within two hours, except where circumstances prevent, and request approval of sick leave. Failure to obtain the necessary approval of requested sick leave as required by this Article may result in the employee's absence being charged to absence without leave.

Section 2. Sick leave, as necessary, shall be granted to the extent authorized and accrued for medical, dental, or optical examination or treatment. Sick leave for these purposes normally will be applied for in advance, with minimum amounts of leave requested. The use of sick leave for such purposes is subject to the approval of the supervisor.

Section 3.

a. A medical certificate or employee's certificate will not be required to substantiate a request for approval of sick leave for three days or less, unless the employee has been warned in writing about abuse of sick leave and a copy of the written warning filed in the employee's 971 file. The copies of the written notices in reference to suspected sick leave abuse will be reviewed within 90 days and destroyed if the employee has removed the suspicion of abuse of sick leave.

b. Sick leave of more than three consecutive days must be supported by a medical certificate unless the employee was not attended by a physician. If the employee was not attended by a physician, the employee's certificate showing incapacity may be accepted in lieu of medical certificate.

c. If an employee has been warned in writing regarding sick leave abuse, a medical certificate will be provided the supervisor the first day of the employee's return. If this excuse is not provided, the period of absence will be treated as a period of AWOL.

Section 4. Employees who, because of illness, are released from duty on advice of the Base Medical Facility shall not be required to furnish a medical certificate to substantiate sick leave for the day released from duty unless the period of sick leave exceeds three additional days.

Section 5. Advance sick leave up to 30 days may be granted subject to the following conditions:

a. The medical status of the employee has been certified by a physician. Certification must show when and if the employee can be expected to return to duty and will be expected to remain employed long enough to repay any advanced sick leave used.

b. The advance is made with the understanding that it will be charged to sick leave subsequently earned.

c. The amount of sick leave advanced is limited to the least amount required.

d. Under no circumstances will the approval of advanced sick leave be considered an inviolable right of the employee.

Section 6. Limited duty assignment may be made only when the incapacitated employee presents a reasonable medical evidence that the impairment will be corrected. Should the employee not recover fully from incapacitation, but desires to continue in employment, maximum effort will be made to place the employee through the Employment of the Handicapped Program.

ARTICLE 16 - EXCUSED ABSENCE

Section 1. Excused absence for rescue or protective work shall be granted in accordance with applicable rules and regulations.

Section 2. Excused absence for Union representatives. The Union will have one hundred fifty (150) hours per contract year for the purpose of attendance at Union sponsored training which will be of a mutual benefit to the parties. Union officials may attend initial supervisory training on the Agreement on official time.

a. The request for excused absence will be submitted, in writing, by the Union to the Civilian Personnel Officer, or designee, for approval at least two (2) weeks in advance of the planned training session. Request for administrative leave will contain the following:

- (1) Employee Name
- (2) Organization
- (3) Date and Location of Training
- (4) Copy of Agenda
- (5) Number of Hours Requested
- (6) A copy of the program schedule or agenda

b. Excused absence will be granted only to bonafide Union representatives.

c. Excused absence requests, approved by the Civilian Personnel Officer, or designee, will be forwarded to the employee's supervisor for final decision. The supervisor will normally grant the requested leave.

d. Should an employee be denied administrative leave, the Union may submit an alternate employee's name no later than seven (7) calendar days after receipt of the denial.

Section 3. Annual leave, or leave without pay when requested by the employee, through appropriate channels, will normally be approved for Union officials to attend national conventions or training sessions.

Section 4. An employee's election or appointment to accept full or part-time positions in the local, district, or national union shall be considered on an individual basis for obtaining leave of absence without pay for an extended period time.

ARTICLE 17 - HOLIDAYS

Section 1. Subject to the mission requirements, when work is to be performed on a designated holiday, every effort will be made to provide two weeks notice to the affected employees.

ARTICLE 18 - ENVIRONMENTAL PAY DIFFERENTIAL

Section 1. The Employer agrees to pay Environmental Pay Differential to employees that meet the criteria contained in applicable directives and future categories added to Appendix J.

Section 2. When an employee feels entitled to Environmental Pay Differential and such pay has been denied by the Employer, a grievance may be filled under the negotiated grievance procedure.

ARTICLE 19 - INDUSTRIAL ILLNESS OR INJURY BENEFITS

Section 1. Employees who suffer a job related illness or injury will be counseled by the Employer on benefits available through the Office of Workers' Compensation Programs (OWCP) and the procedure for obtaining such benefits.

Section 2. The employer agrees to notify an officer of the Union in the event of death of an employee after contact has been made with employee's emergency addressee.

ARTICLE 20 - DISCIPLINARY ACTIONS

Section 1. It is the policy of the Employer to impose the minimum penalty that can reasonably be expected to correct an offending employee and maintain discipline and morale among other employees. Disciplinary actions and adverse actions will only be taken for just and sufficient cause and will be in accordance with Office of Personnel Management and agency regulations. Disciplinary actions are defined as oral admonishments, reprimands, suspensions, reductions in grade and removals. Adverse actions which are non-disciplinary in nature are; change to lower grade without cause, RIF and furlough.

Section 2. Documentation of an oral admonishment will be maintained by a supervisor in the employees 971 files, not in the employees Official Personnel Folder. A documented (pencil entry) oral admonishment will be processed in accordance with AFI 36-704. The procedures and time lines outlined in the AFI will be observed.

Section 3. Whenever appropriate, the appropriate management official will undertake preliminary investigations and discussions with the employee concerned prior to determining whether disciplinary or adverse action is indicated or warranted. During the investigation or discussion of the incident, the employee is entitled to Union representation if requested by the employee.

Section 4. In the event an employee is issued a proposed notice of disciplinary or adverse action, that employee must be afforded and made aware of the rights and privileges due him or her.

Section 5. An employee is entitled to Union representation in grieving a disciplinary action or in appealing an adverse action.

Section 6. Disciplinary and adverse actions may be grieved through the negotiated grievance procedures as described in Article 30.

Section 7. Disciplinary actions will be initiated in a timely manner. When a third party investigation is necessary the Union will be notified of a possible pending disciplinary action as soon as such an investigation is made known to the appropriate supervisor. In the case of adverse actions the Employer agrees to issue the employee a letter of decision within twenty one (21) calendar days of receiving the employee's oral or written reply, if any, or after receiving the report of an investigation, if an investigation is held, or following the date of receipt by the employee of the letter of proposed action, whichever comes latest.

Section 8. The Employer agrees that prior to the taking of a written or sworn statement from an employee during an investigation that the employee reasonably believes may result in disciplinary action against him/her, he/she may request and have present a Union Representative.

Section 9. No counseling that may reflect adversely on the employee will be conducted in public or in the presence of persons not involved.

Section 10. In the case of any formal written disciplinary action, nothing contained in any other than an official folder or files may be used to substantiate the action. Employees will be given an opportunity to initial all entries in the 971 file which have been placed there to support a disciplinary action.

ARTICLE 21 - PERFORMANCE APPRAISAL

Section 1. A Civilian Performance and Promotion Appraisal will be completed for all bargaining unit employees. The performance appraisal process includes, defining duties and job performance elements, setting standards of performance, reviewing progress and appraising performance. A job performance element is a significant requirement of the job; it may be an important duty or responsibility of the position, or it may be a specific project or task consistent with the duties and responsibilities in the position description.

Section 2. A mid-term appraisal discussion will be held with employees as directed in AFI 36-1001. However, an employee may request additional performance discussions by submitting a request in writing for such a discussion to their immediate supervisor. An employee may submit no more than two such requests in an appraisal period. Such requests will be honored within fourteen calendar days of receipt, or a reason will be provided in writing.

Section 3. A performance standard is defined as a description of the minimum level of accomplishment necessary for satisfactory performance. A critical element is a job performance element of an employee's job which is of sufficient importance that performance below the minimum performance standard established by the Employer requires remedial action. Performance standards recognize the degree of difficulty and reflect the consequences of the work outcomes to the organization and the mission. Performance standards define what is to be accomplished during the rating period and what is expected of the employee. To facilitate equitable treatment of employees, job performance elements and performance standards may be similar where practical, consistent with federal personnel directives and higher Air Force regulation. At the conclusion of the appraisal period, the rating official will assign the performance rating and discuss the rating with the employee. The employee will then sign the rating and the supervisor will provide the employee a copy if requested. The signature indicates that the supervisor has discussed the appraisal with the employee, and not that the employee necessarily agrees with the rating. Performance standards as used in assigning the performance rating for bargaining unit employees from having identical work plans will be applied in a fair and equitable manner.

Section 4. When it appears that an employee's performance is not passing, the following procedures will be followed:

a. The supervisor will counsel the employee when it is determined that performance is not satisfactory. Such counseling will take place as soon as possible after this determination is made. The employee will be advised in specific terms how his/her performance is deficient. The supervisor, from this discussion, will then assist in the development of a course of action that will enable the employee to improve performance in deficient areas. The Employer will determine a reasonable amount of time at this point for the employee to improve performance in deficient areas before a notice of proposed

demotion or removal under 5 USC 4303 is made. When an element(s)/standard(s) is not being met, the employee will be given a copy of any written discussion if requested by the employee.

b. When an employee's performance continues to be unacceptable after attempts to improve performance fail, there is no justification for retaining the employee. Performance that fails to meet established standards in one or more critical elements is considered unacceptable. Demotion and/or removal from employment, based on unacceptable performance are authorized by 5 USC 4303. The supervisor will provide the employee with a 30-day advance written notice of the proposed action, as provided by law and higher Air Force regulation. The employee is entitled to a reasonable amount of time, 14 calendar days, to answer the notice orally and/or in writing, and also to representation as provided by this Agreement and higher Air Force regulation.

Section 5. Any extensions in the notice period will be in accordance with applicable directives. Any requests for extension of the reply period or the period of time to file a grievance under Article 30 will be by mutual agreement and are not automatic.

Section 6. Within 30 days after the expiration of the notice period, a written notice of final decision must be issued to the employee. If the decision is to effect the proposed action, the notice must specify the instances of unacceptable performance by the employee on which the demotion or removal is based. The final written notice may not be based on instances of unacceptable performance not specified in the advance notice.

Section 7. The Employer agrees to consider suggestions and recommendations made by the Union on the Performance Management Program. The Employer will advise the Union, in accordance with Article 6, of proposed changes which are within its discretion regarding the Performance Management Program.

Section 8. Bargaining unit employees may resolve disagreements on the final performance ratings through the grievance procedure in Article 30. The employee's right to representation shall be as provided in this Agreement.

ARTICLE 22 - USE OF FACILITIES

Section 1. The Employer agrees, when requested by the concerned employees, to provide special reserved parking spaces for employees with a handicap which impedes walking. Such request must include a certificate by a physician that the handicap justifies the need for the special reserved parking space.

Section 2. The Employer agrees that, within resources available, every effort will be made to provide adequate free parking facilities for the employees of the installation until such time as changed by Federal Statute.

Section 3. Base facilities may be utilized for official off-duty functions of the Union only with the Building Custodian approval and only if it does not violate security requirements.

ARTICLE 23 - HEALTH AND SAFETY

Section 1. The Employer and Union recognize that both employees and supervisors are responsible for maintaining safe working conditions. Each employee has an obligation to promptly correct or report to

the appropriate supervisor any unsafe condition or act. In addition, each supervisor, as a representative of the Employer, has an obligation to take prompt and appropriate action to correct any unsafe condition or action which is reported to the supervisor or observed by the supervisor. All employees will be treated with respect, and their dignity be respected in the performance of their duties while working in a security area. All employees are responsible for prompt reporting of observed unsafe conditions. Employees will be treated with respect and dignity while performing their duties in a security area.

Section 2. The Employer will provide and the employee will utilize all required protective clothing and safety equipment. Such safety clothing and equipment will be of a proper fit and comfort to the degree possible as made available to the Employer through normal supply channels. If the agency cannot supply required safety equipment within 45 days of the request, every reasonable effort will be made to procure the safety equipment through local purchase.

Section 3. It is agreed that appropriate medical services as are available at the MAFB medical facility will be available to render emergency treatment for employees injured while on duty. When the nature of the injury requires treatment not available at MAFB, adequate emergency transportation will be provided to the nearest appropriate medical facility.

Section 4. When permitted by regulation, the Employer agrees to provide immunizations to civilian employees who are exposed to the risk of infectious diseases at no cost to the employees when the need exists as determined by the base medical officer.

Section 5. A complete emergency first aid kit will be available and maintained in each industrial work area. The Employer will make an effort to provide emergency first aid training of at least one individual in each industrial work area.

Section 6. When a regularly scheduled Fire or Safety inspection is conducted in the work areas of unit employees during normal duty hours, a designated Union Safety representative will be afforded an opportunity to accompany inspecting personnel. A list of designated Union Safety Representatives will be given to the LRO.

Section 7. Bargaining unit employees will not be required to enter an area where the Employer is aware of a health and safety hazard. Where such areas exist they will be properly identified.

Section 8. The employer will periodically survey worksites where health and safety hazards may exist. Employees who work in areas with known hazards will be provided physical examination at the base medical facility. Employees will take required exams to insure proper protection can be provided by the employer.

ARTICLE 24 - EMPLOYEE DEVELOPMENT

Section 1. Job training required by the Employer, as distinguished from training for which the employee voluntarily applies, shall be accomplished on the Employer's time, subject to applicable regulations and posted on the employee's 971 file.

Section 2. Employees are encouraged to seek guidance and counsel from the training/development representative to determine available courses and training that may assist the employee in self-development.

Section 3. The Employer and the Union recognize that each employee is responsible for applying initiative, time and effort to keep abreast of the changing technology of the position. The Union shall lend its support to the fostering of "self-development" on the part of the employees in the unit which would add to the skills and qualifications needed by them for advancement or as prerequisites for further training provided by the Employer in their occupational fields.

ARTICLE 25 - EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and Union agree to fully support the intent and philosophy of the Equal Opportunity Program as outlined in EEO MD-110.

Section 2. A Union official may attend the base EEO committee meetings as an appointed member. Such attendance will be in an official time status.

ARTICLE 26 - MERIT PROMOTION

Section 1. In filling vacant positions within the unit, the Employer shall give first consideration to employees on promotion lists; however, mandatory referrals and priorities such as stopper lists, employees identified for reduction-in-force may preempt the use of merit promotion. Reassignments, reinstatements, transfers, and appointments can be utilized at the discretion of the Employer after consideration of promotion list eligibles.

Section 2. Promotion referral lists may contain up to ten qualified applicants for the initial vacancy, with one additional name being certified for each additional vacancy. When ties occur up to 15 names may be referred.

Section 3. Selection if made from the promotion referral list will normally be accomplished no later than 30 calendar days after receiving the referral list from the Air Force Service Center.

Section 4. The employer will notify in writing each non-selected candidate on the promotion referral list of his/her nonselection.

Section 5. Employees who were downgraded without personal cause and not at their own request while serving under a career or career-conditional appointment are entitled to priority referral for noncompetitive consideration for permanent promotion as provided for by AFI 36-2024 and AFM 36-203.

ARTICLE 27 - REDUCTION-IN-FORCE

Section 1. Prior to official notification of employees and at the earliest possible date, the Union will be informed of any pending reduction-in-force (RIF). The information will include the reasons for the RIF, number and types of positions affected, and approximate date the actions will take place.

Section 2. In the event of a RIF, existing vacancies will be utilized to the extent possible to place employees in continuing positions who otherwise would be affected by the action. Reductions-in-force will be carried out in strict compliance with applicable regulations and laws. If the processing of a RIF

results in a tie between employees, such a tie will be broken by the length of service (time) served in the employees present position.

Section 3. Any career or career-conditional employee separated because of a reduction-in-force will be placed on the Reemployment Priority List in accordance with applicable rules and regulations. Such employees will be given preference for rehiring in temporary and permanent positions for which qualified as provided in such rules and regulations. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

Section 4. An employee affected by reduction-in-force has the right to review reduction-in-force records pertaining to him/her.

ARTICLE 28 - PERSONNEL RECORDS

Section 1. Except for items exempt by law, regulation or Office of Personnel Management policy, an employee or his/her representative may review the employee's Official Personnel Folder after it received from the Air Force Service Center. If the representative is not accompanied by the employee, a written request signed by the employee is required.

Section 2. AF Form 971 File, Supervisor's Record of Employee, is the supervisor's personal and confidential record on subordinate employee's performance. Access to the AF Form 971 File will be limited to persons who have an official need to know.

Section 3. When an employee has a change in supervisors the AF Form 971 may be sanitized of all derogatory remarks.

Section 4. Any entry that may have an adverse effect on an employee will be shown to, and initialed by, the employee.

ARTICLE 29 - GENERAL PROVISIONS

Section 1. The Employer and the Union agree to actively support the fraud, waste and abuse program and be involved to conserve materials and supplies, improve the quality of workmanship, encourage the submission of suggestions and cost reduction ideas, prevent accidents and strengthen and foster good relations among the Employer, the employees, and the local community.

Section 2. The Union agrees to support Employer programs designed to inform and/or provide counseling or other appropriate assistance to civilian employees who have an alcohol or drug abuse problem.

ARTICLE 30 - GRIEVANCE PROCEDURE

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

Section 2. Scope: A grievance under this procedure is defined as any complaint involving the application, interpretation, or breach of this contract. Complaints over the following shall not be processed under this procedure:

- a. Any claimed violation relating to prohibited political activities; or

- b. Retirement, life insurance, or health insurance; or
- c. A suspension or removal under Sec 7532 (National Security) of the Act; or
- d. Any examination, certification or appointment; or
- e. The classification of any position; or
- f. Save pay for reclassification, etc; or
- g. Non-selection for promotion; or
- h. Determination or separation of probationary or temporary employees; or
- i. Discrimination complaints; or
- j. Denial of an award.

Section 3. This negotiated procedure shall be the exclusive procedure available to the parties and the employees in the bargaining unit for resolving such grievances over the interpretation and application of this Agreement except as provided in Section 2 and 4 of this Article.

Section 4. A unit employee affected by an adverse action may raise the matter under a statutory procedure or the grievance procedure but not both. For the purposes of this section and pursuant to Section 7121(e)(1) of the Act, an employee shall be deemed to have exercised his/her option under this section only when the employee files a timely notice of appeal under the appellate procedure or files a timely (21 calendar days) grievance in writing under the negotiated grievance procedure.

Section 5. Question of Grievability: In the event either party should declare a grievance nongrievable or nonarbitrable, the original grievance shall be considered amended to include this issue. The parties agree to raise any question of grievability or arbitrability of a grievance up to the time arbitration is formally requested. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 6. Most grievances arise from misunderstanding or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his/her performance, or his/her loyalty or desirability to the organization. Reasonable time during working hours will be allowed for employees and Union representatives to discuss, prepare for and present grievances, including attendance at meetings with Employer officials.

Section 7.

Step 1: Any grievance which involves a grievable adverse action, a removal or reduction in grade based upon unacceptable performance shall first be taken up orally by the concerned employee and the Union representative with the appropriate Employer representative within ten (10) calendar days of the final notice. The Employer will have ten (10) calendar days in which to answer the grievance in writing.

Step 2: If the grievance is not settled at Step 1, the Union may invoke arbitration within fourteen (14) calendar days.

Section 8. Employee Initiated Grievances:

Step 1: An employee desiring to file a grievance under the NGP must submit the grievance in writing to the employer official within twenty one (21) calendar days of the management action or the date of becoming aware of the occurrence giving rise to the grievance. The written grievance will be submitted on a grievance form and will contain the date of occurrence or date of awareness, the applicable Articles and Section of the Contract, the name of the employee, the employer official involved and the desired corrective action. The employer official will respond to the grievance in writing within ten (10) calendar days of the date of the receipt of the grievance. The above procedures is in no way meant to preclude the parties (employee, steward, and employer official) from attempting to resolve the grievance formally.

Step 2: If the grievance is not settled in Step 1, the employee may, within seven (7) calendar days, forward the grievance to the Support Group Commander. The Support Group Commander, or Labor Relations Officer, or their designee, will meet with the employee and his/her representative within seven (7) calendar days after receipt of the grievance. The Support Group Commander, or designee will give his/her written decision within fourteen (14) calendar days after receipt of the grievance.

Step 3: If the grievance is not satisfactorily settled at Step 2, the Union or the Employer may refer the matter to arbitration. If arbitration is selected, the parties may meet in an attempt to resolve the issue prior to the arbitration date.

Section 9. Grievances which impact on more than one employee may be submitted in writing by the Local President (or his/her designee) directly to the lowest Employer official having authority to resolve the matter. The Employer and the Local President or his/her designee will meet within ten (10) calendar days after receipt of the grievance to discuss the grievance. The Employer representative shall give the Local President his/her written answer within fourteen (14) calendar days after the meeting. If the grievance is not settled by this method, the Union may process the grievance through the remaining steps of the negotiated procedure including arbitration. Nothing herein will preclude either party from attempting to settle such grievances informally at the appropriate level.

Section 10. Failure of the Employer to meet the time limits prescribed by this Article will automatically advance the grievance in the next step. Failure of the employee or the employee's representative to meet the time-frame prescribed will cause dismissal of the grievance. All time limits may be extended through mutual written consent by both parties.

Section 11. Grievances by the Union will be initiated and submitted at the first level of supervision having authority to resolve the issue.

Section 12. Grievances by the Employer will be formalized in writing and presented to the Union President. If the Employer is not satisfied with the decision of the Union, then the Employer may proceed to arbitration in accordance with Article 31.

Section 13. Employees filing a grievance under this procedure are entitled to represent themselves or be represented by the Union. An employee desiring representation under this procedure must seek representation from the Union.

ARTICLE 31 - ARBITRATION

Section 1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either the Employer or the Union within fourteen (14) calendar days after issuance of the final decision on the grievance, may be submitted to arbitration.

Section 2. Within seven (7) calendar days from the date of the request for arbitration the initiating party shall request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within ten (10) calendar days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven (7) and will then repeat this procedure until one person remains, who shall be the duly selected arbitrator.

Section 3. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard. If, by mutual consent, a grievance is submitted to arbitration on a question of grievability or arbitrability, the threshold issue will be decided by one arbitrator. If necessary, the principle issue will be submitted to a second arbitrator after the threshold decision is decided.

Section 4. The arbitrator's fee and his/her expenses, shall be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day hours of the basic workweek. The employee's representative, the aggrieved employee and witnesses who have direct knowledge of the circumstances and factors bearing on the case shall be excused from duty to participate in the arbitration proceeding without loss of pay or charge to annual leave.

Section 5. The arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limit. The arbitrator's decision is binding on the parties, however, either party may appeal the decision to the F.L.R.A. pursuant to the F.L.R.A. regulations. The arbitrator will mail the award to all parties concerned the same day it is dated.

Section 6. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

Section 7. If either party wishes to record (tape or court recorder) the arbitration proceedings, they may do so.

ARTICLE 32 - TRAFFIC CONTROL

Section 1. The enforcement of traffic laws and regulations is a basic responsibility of the base security police organization. Civilian employees are expected to voluntarily comply with all laws and regulations which govern traffic control.

Section 2. Civilian operators of POV vehicles should be aware that a traffic violation could result in either a warning or citation. The following circumstances warrant additional vigilance on behalf of vehicle operators:

- a. Adverse weather and road conditions which may result in posted speed limits being changed to reduce the speed of on-base traffic.
- b. Traffic conditions.
- c. Dangerous situations which are a potential danger to the driver and other persons.
- d. Other applicable factors.

The law enforcement branch of the security police division will, as need dictates and with advance publicity, expend additional police efforts to reduce an unacceptable, recurring on-base traffic offense.

Section 3. Traffic law enforcement will be in accordance with Malmstrom Instruction 31-205. Any changes or supplements to Malmstrom Instruction 31-205 which affect personnel policies, practices, or working conditions will be addressed in accordance with Article 6, Section 1, of this Agreement.

Section 4. A member of the bargaining unit in a duty status, driving a GOV or POV, issued a citation under the magistrate system will have one workday to notify the Commander of his/her organization to begin procedures necessary to have the citation changed from a magistrate to an Air Force citation.

Section 5. Appearances before a magistrate may be in a duty status when approved by his/her commander.

Section 6. All civilians operating or riding in private motor vehicles will be wearing seat belts, if vehicle is so equipped, or entry of such vehicles to Malmstrom AFB will be denied.

Section 7. Administrative sanctions will be imposed upon those who violate the mandatory wearing of seat belts while driving within the confines of Malmstrom AFB, or off base in a duty status. Security Police will issue a DD Form 1408 (Military Ticket). Penalties will be administered in accordance with Malmstrom Instruction 31-205. The employees 971 File will not contain a reference to the first offense counseling for the Seat Belt violation.

ARTICLE 33 - CONTRACTING OUT

Section 1. Management agrees to consult where required openly and fully with the Union regarding the review of a function for contracting out within the bargaining unit. Management agrees to comply with the provisions of OBM Circular A-76, this Agreement, and other applicable laws and regulations concerning contracting out when it affects conditions of employment.

Section 2. The Employer will include the Union at the earliest possible time when discussion or meetings are held on contracting out when such involvement is not prohibited by law or regulation.

ARTICLE 34 - FIREFIGHTERS

Section 1. Employees who are required to participate in the AFI 32-2001, physical fitness program and are unable to do so at the specified time will make-up the required training as directed by established

procedures. Problems or deviations from the make-up training will be coordinated with their supervisor. Make-up hours will be 1500 to 1600 and 1730 to 2200, Monday through Saturday. If working conditions dictate, the physical fitness training for that day can be canceled as determined by the supervisor. Fire Department Operating Instructions will define criteria for supervisors to follow in the implementation of the training program.

Section 2. Employees will be given a physical fitness evaluation every 16 weeks. Testing should begin shortly after reveille or wake up call at 0600 hours. If an employee cannot meet the prerequisites for testing, then a retest will be scheduled for another date.

Section 3. The installed physical fitness equipment as required in AFI 32-2001, will be provided by the Employer. The environmental conditions as described in AFI 32-2001, will be complied with as required.

ARTICLE 35 - DRUG TESTING

Section 1. The Employer agrees that the administration of its drug abuse testing program will be done in strict compliance with all applicable laws, rules, and regulations and this Agreement. For purposes of this Agreement, the term "rules or regulations" shall mean those rules or regulations of the Office of Personnel Management (OPM), the Department of Health and Human Services (HHS), other government-wide regulations, and those of the Air Force, including the Air Force Civilian Drug Testing Program (AFCDTP), and this Agreement.

Section 2. The parties agree that the testing referred to by the term "drug test" usually means "urinalysis." Unusual circumstances may dictate the need to perform a blood analysis.

Section 3. In accordance with applicable law, rule, Air Force Regulation, and the AFCDTP, no employee will be subject to drug testing by urinalysis or blood testing unless:

- a. There is a reasonable suspicion that an employee uses illegal drugs; or
- b. It is part of an authorized Air Force investigation of a serious accident or unsafe practice that could reasonably be attributed to the employee; or
- c. It is part of a follow-up to counseling or rehabilitation program through the Base Social Actions program; or
- d. Those employees in a Testing Designated Position (TDP) and who are subject to random testing by virtue of their sensitive position.

Section 4. The parties recognize that the designations of "employees in sensitive positions identified as testing designated positions" shall be made in accordance with the AFCDTP. Included are applicants for these positions.

Section 5. Random testing will be conducted in accordance with the AFCDTP. Employees and applicants subject to drug testing may be randomly selected for testing. Employees are also subject to testing when it is deemed necessary in the following circumstances:

- a. There is reasonable suspicion that the employee uses illegal drugs;

- b. In an examination authorized by a management official in regards to an accident or unsafe practice;
- c. Employees who volunteer to be included in the pool of testing designated positions;
- d. As part of a follow-up to counseling or rehabilitation for illegal drug use through the Base Social Actions office.

Reasonable suspicion testing may be based upon, among other things:

- 1. Observable phenomena such as observation of drug use or possession and/or the physical symptoms of being under the influence of a drug.
- 2. Observation of abnormal conduct or erratic behavior which tends to indicate that there is an impairment of the rational and full exercise of the mental or physical faculties of the employee.
- 3. Information provided either through an official investigation or other credible source.
- 4. Evidence that the employee has tampered with a previous drug test.

Section 6. The Employer will normally notify the employee selected for testing through the employee's first level supervisor. Notification will occur the same day the test is scheduled, normally within a half hour of the scheduled testing. An employee who refuses to be tested when so required, or who fails to appear for testing without an approved deferral by the Employer will be subject to the full range of disciplinary action, up to and including removal from Federal service. Certain health benefits plans may provide for an independent licensed laboratory to give a confirmatory test if the employee so requests.

Section 7. The parties recognize that the methods and equipment used to test for the use of illegal drugs will be as specified in the Air Force Civilian Drug Testing Program.

Section 8. The Employer agrees that the policies established in the AFCDTP will be utilized to assure drug testing is reliable and employee concerns are recognized.

- a. Employees selected for testing will report to the Malmstrom AFB Clinic at the time specified by the Employer.
- b. An individual subject to testing under this program will be permitted to provide urine specimens in private, in a restroom or stall so that the employee is not observed while providing the sample. Collection site personnel of the same gender as the individual tested shall observe the individual provide the urine specimen where there is evidence or reason to believe the individual may alter or substitute the specimen to be provided.
- c. It is further recognized that only authorized personnel shall be permitted in any part of the collection site when urine specimens are being collected or stored.
- d. All presumptive positive results will be reported to the Medical Review Officer (MRO) by the testing facility. The MRO (a licensed physician) will interpret and evaluate all positive test results together with an individual's medical history and any other relevant biomedical information provided by the employee. The MRO will then notify the Program Coordinator (PC) of his/her determinations.

- e. The results of a verified positive drug test may result in any of the following actions:
 - (1) Reprimanding the employee in writing.
 - (2) Placing the employee in an enforced leave status.
 - (3) Suspending the employee for 14 days or less.
 - (4) Suspending the employee for 15 days or more.
 - (5) Suspending the employee until the employee successfully completes rehabilitation or until the Employer determines that action other than suspension is necessary.
 - (6) Removing the employee from Federal service.

f. An employee found to use illegal drugs will be referred for substance abuse counseling and rehabilitation, and, if the employee occupies a testing designated position (TDP), he/she will not be permitted to remain in that position. However, at the discretion of the commander, and as part of rehabilitation, an employee may return to duty in a TDP if the employee's return would not endanger public health, safety, national security, or the mission of the Air Force.

Section 9. The Employer agrees that laboratory test results will be protected as provided for in the AFCDTP. In order to comply with the AFCDTP, the results of a drug test of the employee may be disclosed:

- a. To the Medical Review Officer (MRO).
- b. To the base Social Actions Office/treatment facility in which the employee is receiving counseling or treatment or is otherwise participating.
- c. To a supervisory or management official having the authority to take a disciplinary or security action against an employee and to management officials as specified in the AFCDTP.
- d. To the employee and his/her representative upon written request. The representative must be designated by the employee in writing.
- e. Pursuant to the order of a court of competent jurisdiction where required by the United States Government to defend against any adverse personnel action.
- f. Drug testing records will be retained in accordance with the provisions of the AFCDTP.

Section 10. An employee found to be using illegal drugs will be referred to the Social Actions Office (SAO). The SAO is established as the base provider of the Employee Assistance Program (EAP). The parties recognize that the Social Actions Office is available to all employees without regard to a finding of drug use. The Social Actions Office will provide evaluation and referral services to those with a problem. At the discretion of the Employer, and as a part of rehabilitation, an employee may be returned to duty in a Testing Designated Position if the employee's return would not endanger public health, safety, national security, or the mission of the activity or the Air Force.

Section 11. It is agreed that each employee in a Testing Designated Position (TDP) will be asked to acknowledge in writing that the employee has received and read the notice which states that the employee's position has been designated for random drug testing; and that refusal to submit to testing will result in initiation of disciplinary action, up to and including removal from the Federal service.

It is further agreed that if the employee refuses to sign the acknowledgment, the employee's supervisor will note on the acknowledgment form that the employee received the notice. This acknowledgment will be maintained on the left side of the Official Personnel Folder. An employee's failure to sign the notice will not preclude testing that employee, or otherwise affect the implementation of this program since the general 60 day notice will previously have notified all agency employees of the requirement to be drug free.

Section 12. The Employer will not charge the employee leave for any time spent in the urinalysis process when such process is duly ordered by a Management representative. A Union representative may be granted official time while representing the employee when such representation is warranted pursuant to an official investigation if all of the following conditions apply: the meeting is an examination; the examination is in connection with an investigation; the employee reasonably believes that discipline may result; the employee requests representation; and the employee has given advance written consent to the release of pertinent medical information to the Union representative.

A Union representative shall not be present when the Medical Review Officer affords an opportunity to an employee to discuss the results of his/her drug test. It is agreed that such discussions between the Medical Review Officer and the employee will be treated as a medical discussion rather than as an examination or investigation under the Federal Labor-Management Relations Statute.

Section 13. An employee in the bargaining unit may volunteer for unannounced random testing. Requests to be a volunteer will be in writing and processed through the base Program Coordinator. Employees may contact a Union representative prior to submitting a request to be voluntarily tested.

Section 14. If the report is positive and the employee does not wish to challenge its findings, the Employer will make reasonable accommodations for the employee's drug abuse problem by providing him/her access to a drug treatment and rehabilitation program. If the employee chooses to participate in the program, following a reasonable period of time determined in conjunction with representatives from the treatment and rehabilitation program, another urinalysis will be conducted.

Section 15. The Employer agrees to provide safeguards consistent with the AFCDTTP to assure the urinalysis testing for affected employees is not performed by an uncertified laboratory as provided for in the Department of Health and Human Services Guidelines.

ARTICLE 36 - SMOKING

Section 1. The use of tobacco is not permitted in any government vehicle or building. Building custodians will establish tobacco use areas, such areas will be coordinated with the union.

- a. Smokers may attend a one-time free smoking cessation program with no charge to leave
- b. Fifteen minute breaks, to include smoking, will be allowed in accordance with the AFI 36-807, policy on breaks.

ARTICLE 37 - DURATION OF AGREEMENT

Section 1. Both the Employer and the Union may notify the other party of their intention to reopen this Agreement once during the life of this Agreement. Either party may give written notice of a desire to negotiate the Agreement to the other party between sixty (60) and one hundred five (105) days prior to the end of the third anniversary of the Agreement. If neither party gives such notice within the above time frame the Agreement will automatically be renewed for an additional three (3) years. Official time will be granted for preparation for negotiations.

Section 2. Both the Employer and the Union may notify the other party of their intention to reopen this Agreement once during the life of this Agreement. Either party may request to reopen this Agreement once during the life of this Agreement. The re-opener will be limited to five (5) Articles or five (5) new issues by either party. The reopener will not be made prior to the first anniversary date of this Agreement. Negotiation on issues mandated by law or regulation from appropriate authority are in addition to the number listed above. Requests under this section will be in writing and will be accompanied by written proposals.

Section 3: The parties mutually recognize that the Air Force is centralizing certain personnel functions (PALACE Compass) at the Air Force Personnel Center (AFPC), Randolph AFB, TX. In recognition of this transition, the parties agree to reopen negotiations on the implementation of programs or modification to existing programs associated with PALACE Compass at such times the programs are available for implementation. Appropriate negotiations will begin within 30 calendar days after receipt of a change. The resulting provisions will be incorporated into this Memorandum of Agreement (MOA), will have the same duration as this MOA, and be subject to the Agency approval requirements of Section 7114(c) of the Statute. In the interim, the Parties agree to continue operating under existing personnel program requirements. Any required modification of Air Force personnel programs or new programs associated with PALACE Compass to accommodate transition to the AFPC will be subject to appropriate negotiations and recorded as an agreement apart from the MOA.

The Agreement is executed between the Commander, 341st Space Wing, Malmstrom AFB, Montana, and the American Federation of Government Employees, Local 2609. Signed this _____ day of _____, 1999.

J. GREGORY PAVLOVICH, Colonel, USAF
Commander

EDMOND W. REEDER, President
AFGE Local #2609