



APPROPRIATED FUND
MEMORANDUM OF AGREEMENT
UNDER CHAPTER 71, TITLE 5
OF THE US CODE BETWEEN
SHAW AIR FORCE BASE, S.C.
AND THE AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES
LOCAL NUMBER 1872



APRIL 2003

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PREAMBLE

This Labor-Management Agreement (hereafter called the Agreement) is agreed to and approved under and in consonance with Public Law 95-454, Chapter 71 of Title 5 of the United States Code, the Federal Service Labor-Management Relations Statute.

It sets forth common understandings and commitments between Shaw Air Force Base (hereinafter referred to as the Employer or Management) and the American Federation of Government Employees (AFGE), Local 1872 (hereinafter referred to as the Union), together known as the Parties.

The parties agree that a constructive and cooperative working relationship between labor and management is essential to achieve the mission and to ensure a quality work environment for all employees. The parties recognize that this relationship must be built on a solid foundation of trust, mutual respect, and a shared responsibility for success. Therefore, the parties agree to work together in partnership and through this Agreement, identify problems, craft solutions and enhance productivity to reach the common goals of efficient and economical operations of Shaw Air Force Base and the well-being of its employees.

This Agreement and any such supplemental agreements as may be agreed upon from time to time will constitute the official Agreement between the Parties. It shall be applied uniformly to all employees of the exclusively recognized Unit.

This Agreement defines certain rules and responsibilities of the parties hereto; states policies, procedures, and methods that govern working relationships between the parties; and identifies such matters of proper mutual concern to the parties.

The Employer recognizes the Union as the exclusive representative of all civilian employees in the Unit. Such recognition shall continue as long as the Union is the representative of the employees under the criteria set forth for exclusive recognition in Chapter 71, Title 5 USC.

INTRODUCTION

ARTICLE 1 – RECOGNITION AND COVERAGE

Section 1. Exclusive Recognition

This agreement is entered into under the authority granted in applicable Executive Orders, Chapter 71 of Title 5 of the U.S. Code, Air Force Regulations, Public Law 95-454, letter dated 9 November 1970, from the U.S. Department of Labor; Letter of Exclusive Recognition dated 24 February 1967, effective 3 February 1967, and Letter of Exclusive Recognition dated 24 November 1970 from the Commander, Shaw Air Force Base, South Carolina, to the President of Local 1872 American Federation of Government Employees. References to days throughout this Agreement refer to calendar days, whether stated as “days” or “calendar days”, unless specifically referred to as “work days”.

Section 2. Bargaining Unit

(1) Included: All professional and non-professional appropriated fund civilian employees serviced by the Shaw Air Force Base Civilian Personnel Flight (CPF), including employees assigned to its associate organizations.

(2) Excluded: All Management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, confidential employees, and supervisors as defined in Section 7103 of Chapter 71 of Title 5 of the U.S. Code and employees paid from nonappropriated funds.

Section 3. AFGE Role

As the sole and exclusive representative, the Union is entitled to act for and to negotiate agreements covering all employees in the bargaining unit. The Union is responsible for representing the interests of all employees in the bargaining unit and to do so without discrimination and without regard to membership to the Union.

Section 4. Employee Representation

The employer recognizes that, as the exclusive representative of employees in the bargaining unit, the Union has the right to speak for and to bargain on behalf of the employees it represents. Prior to holding formal discussions or agreements with other employee organizations or bargaining unit employees concerning all matters affecting personnel policies, practices, or working conditions, the Employer will notify the Union at least eight hours in advance when possible. The Union will be afforded the opportunity to be represented at all formal discussions. The above is not intended to include routine work assignments.

ARTICLE 2- GOVERNING LAWS AND REGULATIONS

Section 1. Relationship to Laws and Regulations

In the administration of all matters covered by this Agreement, officials and employees shall be governed by existing or future laws and the regulations of appropriate authorities and applicable Federal statute. Where any agency regulation conflicts with this agreement and/or a supplemental agreement, the latter agreements shall govern except to the extent such regulation is a Government-wide regulation or has been established pursuant to a compelling need, in accordance with 5 U.S.C. Section 7117(a).

Section 2. Management's Rights and Obligations

A. The right to make reasonable rules and regulations is an acknowledged function of the Employer. In prescribing regulations relating to personnel policies and practices and other conditions of employment, the Employer recognized its obligation to confer and/or negotiate with the Union in such matters in accordance with Chapter 71, Title 5 of the U.S. Code.

B. Subject to Section C of this Article, nothing in this Article shall affect the authority of any management official of the Agency:

- (1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency;
- (2) to hire, assign, direct, lay-off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
- (3) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
- (4) with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion; or any other appropriate source; and
- (5) to take whatever actions may be necessary to carry out the agency mission during emergencies.

C. Nothing in this section shall preclude the Employer and the Union from negotiating

(1) at the election of the agency, on the numbers, types, and grade of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under Section 7106, Chapter 71, Title 5 of the U.S. Code, October 13, 1978, by such management officials.

Section 3. The Parties agree to attempt to resolve or complete matters of mutual concern at the lowest possible level.

LABOR MANAGEMENT COLLABORATION

ARTICLE 3 - BOARDS AND COMMITTEES

The **Employer** agrees it will be mutually beneficial to have **Union** representation on the Incentive Awards Committee, the EEO Advisory Committee, and the Air Force Occupational Safety and Health Council. The **Union** will submit to the **Employer** a list of six unit employees for membership consideration. The **Employer** agrees to give due consideration to the list of employees submitted prior to establishment of committees.

ARTICLE 4 - LABOR MANAGEMENT TRAINING

Section 1. Union Sponsored or Requested Training

A. The parties agree that Union sponsored labor-management relations (LMR) training is of mutual benefit when it covers appropriate areas (examples are: contract administration, grievance handling and information relating to Federal personnel/labor relations laws, regulations, and procedures). Training which relates to internal union business will not be conducted or attended on official time.

B. A unit employee who is an elected official or designated representative of Local 1872 will be granted official time, subject to operational requirements, to attend training sponsored by either Local 1872 or the AFGE National Union or other affiliates provided the subject matter of such training is of mutual benefit to the Union and the Employer.

C. Requests for official time must be submitted in writing to the Employer, Attn: Civilian Personnel Flight, with as much advance notice as possible but at a minimum of fifteen (15) days in advance of the scheduled training. Request must state the name(s) of the representatives(s), the date, time, location and the agenda.

D. Official time for initial training of a representative will be granted for up to 120 total hours per calendar year for a maximum of three elected officers and a designated representative. All other elected officers and designated representatives will be granted up to 96 total hours per calendar year. The calendar year will be the twelve-month period beginning on the date the Agreement is approved by the head of the agency in compliance with 5 USC 7114(c). Official time for this purpose will be limited to elected officers and designated representatives whose absence will not adversely impact operations.

E. All training that is jointly sponsored will be considered duty time. The parties agree that official time granted under this article in no way obligates the Employer for the cost of travel and/or per diem.

ARTICLE 5 - LABOR MANAGEMENT MEETINGS

Section 1. Designated representatives of the Parties shall meet for the purpose of conferring on general conditions of employment, administration of this Agreement, potential complaints and problem situations, and for the improvement of communication, cooperation, and understanding between the Parties. The meeting will be held within two weeks of either party advising the other in advance of subject to discuss but not more frequently than once each month. In the event that the Employer has submitted an agenda item requiring investigation by the Union, the Union president or his designee may request official time for such purposes. This does not preclude the Parties from meeting on an emergency basis.

Section 2. Since it is desirable for problems and matters of mutual concern to be considered and resolved at the lowest possible level, periodic meetings will be held as needed between the stewards and the respective supervisors of the areas to which the stewards are assigned.

EMPLOYEE RIGHTS AND PRIVILEGES

ARTICLE 6 - POSITION DESCRIPTIONS AND POSITION CLASSIFICATION

Section 1. Position Description (PD), Core Personnel Document (CPD), or Standardized Core Personnel Document (SCPD)

A. The duties and responsibilities of a civilian position may be described on a position description (PD), core personnel document (CPD), or standardized core personnel document (SCPD). SCPDs will be used to the maximum extent possible. Exceptions to implementing SCPDs will be considered in accordance with applicable procedures. The PD/CPD/SCPD, does not list every duty that an employee may be assigned, but rather major duties and responsibilities that reflect those duties and skills that are controlling of the position's series and grade. CPDs and SCPDs will also include recruitment knowledges, skills, and abilities, and performance requirements.

B. Bargaining unit employees who feel their position descriptions have been improperly written, or that an SCPD has been improperly applied, may discuss these matters with their immediate supervisors and designated representatives of the **Employer** for classification.

C. When the term "performs other duties as assigned" or its equivalent is used in a position description, the term is mutually understood to mean "tasks that are related to the position and are of an incidental nature". It is also understood that this language does not prevent the **Employer** from assigning unrelated work to an employee of a temporary nature. Such term will not be used to assign duties outside an employee's classification on a recurring basis.

Section 2. Classification Appeal

A. It is agreed that an employee will be notified in writing when an appropriate determination has been made to downgrade or upgrade the employee's position as a result of classification action. The notification will include available appeal procedures. Grades of jobs will not be downgraded except through proper application of classification standards to officially approved job descriptions.

B. If employees are dissatisfied with their series, grade, or title, they may pursue a classification appeal through the appropriate appeal procedures.

ARTICLE 7 – CONTRACTING OUT

Section 1. Management agrees to notify and consult with the Union regarding any anticipated review of a function for O&P that affects bargaining unit positions, as required or allowed by law, rules and regulations.

A. At the earliest possible stages of development prior to the determination of whether to competitive source, consistent with procurement and conflict of interest requirements, the **Union** will have the fullest possible participation in the cost comparison process, consistent with the limits of their representational role on behalf of potentially affected civilian employees. Employee representatives may provide technical support to team members developing the performance work statement. The **Union** will have the opportunity to review final management decisions regarding the Management Plan, final MEO decision and government cost estimate to labor organization after bid opening. At this time, **Union** concerns regarding final management decisions or the government cost estimate can be addressed through the administrative appeal process. The **Union** will have the opportunity to consult with management at least monthly to provide the views of potentially affected employees regarding the performance work statement and management efficiency study.

B. Upon issuance, a solicitation used in the conduct of a cost comparison will be made available to the **Union** for comment. The **Union** will be given the opportunity to review the document and submit comments before the final receipt of offers from the private sector. Private sector offerors shall comment as provided by the Federal Acquisition Regulations (FAR).

Section 2. The **Employer** agrees that to minimize adverse action and reduce separations of employees affected by a competitive sourcing decision and to the maximum extent possible will place affected employees in continuing positions. Negotiations will be held upon request of the **Union**, including but not limited to matters under **Section 7106(b)(1)** of Title 5.

Section 3. Meetings will be held with affected bargaining employees, at least monthly unless mutually agreed by both **Union** and management to postpone, for the purpose of timely providing information concerning the performance work statement. The **Union** will be given an opportunity to participate in such meetings.

Section 4. Management and the **Union** recognize the right of first refusal required by OMB Circular A-76 and its supplement. However, any failure by the agency to provide the right of first refusal shall not be subject to the negotiated grievance procedure. Declining to exercise the right of first refusal due to displacement from competitive sourcing shall not be deemed to be a waiver of any appeal grievance rights by a bargaining unit employee that he/she might have under applicable law, regulation, and this agreement.

Section 5. The **Employer** and the **Union** will cooperate and communicate to the maximum extent possible.

Section 6. During the competitive sourcing performance period, the **Union** is encouraged to bring known competitive sourcing discrepancies to the appropriate contracting officer or designated representative's attention.

ARTICLE 8- DETAILS, REASSIGNMENTS, AND TEMPORARY PROMOTIONS

Section 1. Definition

A detail is a temporary assignment of an employee to another position or set of duties.

A. A detailed employee:

1. Is not required to meet the qualifications as prescribed in the OPM Qualifications Standards Handbook or equivalent and time-in-grade requirements for the position to which detailed, except for any minimum educational, licensure, and certification requirements.

2. Does not receive additional compensation if the detail is to a higher graded position and the employee is not temporarily promoted.

3. Continues to officially occupy the position from which the employee has been detailed

B. When possible, a detail to a different position should be avoided for at least 90 calendar days after initial competitive appointment.

Section 2. Documentation

A. Details of five (5) or more workdays will be noted on the employee's AF Form 971. Whenever an employee has gained 30 days experience on short-term details to a position in a different job series within a 12-month period, the employee is encouraged to submit a qualifications or experience statement on an appropriate form for inclusion in his/her Official Personnel Folder. Both of his/her first and second level supervisors are required to certify/date the information submitted.

B. All details of 30 days or more will be made a matter of record in an employee's Official Personnel Folder by submission of the SF-52, Request for Personnel Action (RPA). The experience gained on detail may be used as appropriate in making qualification determinations. An SF-50, "Notification of Personnel Action," will be provided to the employee along with the detail position description/ summary of the major duties.

C. A formal job description will not be required to cover details of 30 days or less.

Section 3. Procedures

A. Details will be made to meet the mission related needs of the Agency.

B. The Employer agrees that when an employee is detailed, the supervisor will discuss with the employee the reasons for the detail, the nature of the duties to be performed, and the anticipated length of the detail. This does not preclude the supervisor to whom the employee is detailed from assigning the employee other similar duties.

C. Selection of an employee will be fair and equitable in relation to all employees available for detail. Such matters as assignment that enhance qualifications, offer promotion possibilities, or entail other benefits will be fully considered, as will the personal dignity of the employee and the type or level of his/her regular duties and responsibilities against those the employee will be performing in the detail. The Employer is responsible for assuring that details do not compromise the open-competitive principle of the merit system or the principles of job evaluation.

Section 4 - Details to Higher Graded Positions

Employees detailed to higher graded positions will be temporarily promoted, if otherwise eligible and qualified, and the detail exceeds 30 days.

Section 5. Reassignments

A. The definition of reassignment is permanent change of position without loss of grade or pay.

B. Employees who have a qualified handicap will be provided reasonable accommodations. If such employee is reassigned or detailed, appropriate accommodations must be provided in the new position unless to do so would cause undue hardship.

C. An employee who has been injured on the job, may be reassigned or detailed under OWCP procedures.

Section 6. Temporary Promotions

A. Temporary promotions of more than 120 days will be done in accordance with Merit Promotion Procedures.

B. Temporary promotions of 120 days or less may be made competitively or non-competitively at the supervisor's discretion.

ARTICLE 9 -DISCIPLINARY AND ADVERSE ACTIONS

Section 1. Purpose

The taking of disciplinary or adverse action is the responsibility of the **Employer**. The **PARTIES** recognize that fair and constructive discipline promotes the employee/employer relationship. Disciplinary and adverse actions shall be constructive and for just cause, to promote the efficiency of the service, and assure due process.

Section 2. Definitions:

A. Disciplinary action, for the purpose of this Article, is defined as an oral admonishment, suspension of employee for 14 calendar days or less, or a letter of reprimand.

B. Adverse action, for the purpose of this Article, is defined as a removal, a suspension for more than fourteen (14) calendar days, a reduction in grade, or a reduction in pay.

C. Informal actions such as oral or written counselings, letters of warning, etc; are not discipline but intended to correct the conduct before more serious actions are deemed necessary.

Section 3. The **Employer** agrees to furnish the employee one extra copy of proposed disciplinary/adverse actions. If the employee elects to have a representative, copies of all correspondence addressed to the employee will be furnished to his/her representative.

Section 4. Procedures

A. General

(1) Reprimand. A reprimand may be retained in the Official Personnel File (OPF) for two (2) years from the date the employee was notified of the decision. The supervisor may review the reprimand, or the employee may request a review, to determine if there has been substantial improvement and remove the reprimand earlier if the reasons for which the discipline was administered no longer exists. When removed prior to the two (2) year expiration, all reference to the reprimand will also be removed from the Supervisor's Employee Work Folder.

(2) Suspension. A suspension becomes a permanent entry in the OPF. It will be removed from the Supervisor's Employee Work Folder after 3 years from the effective date of the action.

(3) Representation. An employee will be advised in all written notices of proposed action that the employee has the right to a representative of the employee's choosing. If the employee elects to have a representative, the representative must be designated in writing to the **Employer** or designee. Once the designation has been made, all contacts and correspondence will be thru the representative. The employee and the designated representative will be allowed a reasonable amount of duty time to prepare a reply to a notice of proposed action, secure affidavits or other

evidence in support of the reply, and to make an oral or written reply to the deciding official, if they are otherwise in a duty status.

B. Reprimand and Suspension of 14 days or less.

(1) A written notice of proposed action will be issued to the employee to reasonably enable the employee to understand the offense for which the employee is being considered for discipline. The notice will include a description of the offense, times, places, dates, events that were the basis for the proposed disciplinary action and representation rights (para 4A(3) above). Upon request the Employer will provide the employee or the designated representative a copy of all the evidence used to support the proposed action. The employee will be given a reasonable time, but not less than 1 (one) workday to reply to a proposal to reprimand; and 7 calendar days to reply to a suspension of 14 days or less. The employee may reply orally or in writing, and may furnish affidavits or other evidence in support of the reply to the deciding official. Extensions to this reply period will be granted for a valid reason(s), determined by the deciding official. A request for extension to the reply period will be in writing and must be presented by the employee or the designated representative.

(2) A written decision to the proposed notice will be provided the employee within twenty (20) calendar days of the expiration of the reply period. The decision will advise the employee of the reasons for the decision and the employee's right to grieve the action through the negotiated grievance procedure. If a decision may not be made within this time period due to the need to investigate new evidence presented by the employee, or other valid reasons, the employee will be advised in writing of the reason(s) for any delay in the decision and when the employee may expect to receive a final decision.

C. Suspension of 15 days or more and Removal.

(1) A written notice of proposed action will be issued to the employee with a minimum of 30 day advance notice period to reasonably enable the employee to understand the offense for which the employee is being considered for discipline and prepare an appropriate reply. The notice will include a description of the offense, times, places, dates, and events that were the basis for the proposed disciplinary action. Upon request, the **Employer** will provide the employee or the designated representative a copy of all the evidence used to support the proposed action. The employee will be given twenty one (21) calendar days to reply to the proposal, either orally or in writing, and to furnish affidavits or other evidence in support of the reply, to the deciding official. Extensions to this reply period will be granted for a valid reason(s), determined by the deciding official. A request for extension to the reply period will be in writing and must be presented by the employee or the designated representative.

(2) The 30 day advance notice period will not apply when proposing a removal or suspension, including indefinite suspension, when there is evidence to support a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. When this crime provision is invoked, the advance notice period and reply period may be reduced to not less than seven (7) calendar days.

(3) A written decision to the proposed notice will be provided the employee within twenty (20) calendar days of the expiration of the advance notice period. The decision will advise the employee of the reasons for the decision and the employee's right to grieve the action through the negotiated grievance procedure or file an appeal to the action to the Merit Systems Protection Board (MSPB), one or the other but not both. If a decision may not be made within this time period due to the need to investigate new evidence presented by the employee, or other valid reasons, the employee will be advised in writing of the reason(s) for any delay in the decision and when the employee may expect to receive a final decision."

Section 5. Grievance and Appeals

A. Disciplinary actions are grievable solely under the negotiated grievance procedure as stated in Article 37.

B. Adverse actions may be grieved or appealed to the MSPB, but not both.

ARTICLE 10 - SUBSTANCE ABUSE PREVENTION AND CONTROL PROGRAM

Section 1. The **Union** and the **Employer** recognize alcoholism and drug abuse as illnesses which are treatable that may directly impair job performance. The **Employer** recognizes its responsibility to implement and maintain an ongoing Substance Abuse Prevention and Control Program in accordance with governing regulations.

Section 2. Our concern is to limit alcoholism and drug abuse which may cause poor attendance, conduct, or unsatisfactory performance on the job. The ultimate objective of the program is to help the employee improve his/her health, productivity, and overall quality of his/her performance. The employee's participation in the program is designed for his/her rehabilitation.

Section 3. Employees, participating in this program, shall be entitled to appropriate leave benefits as provided in applicable regulations for rehabilitation sessions, medical treatment, and other rehabilitation activities.

Section 4. It shall be the responsibility of all supervisors to comply with this article. Employees with an alcohol or drug problem and meets the conditions of substance abuse assistance, may be assured that their request for diagnosis or treatment by itself will not jeopardize their rights or job security, and that handling of the diagnosis and treatment of these problems shall be confidential.

Section 5. When a supervisor (through daily job contact) observes that an employee is experiencing difficulties in maintaining his/her job performance, he/she will discuss the apparent difficulties with the employee. If the supervisor believes the difficulties may be related to drug or alcohol abuse, the supervisor will refer the employee to the Shaw AFB Hospital for counseling.

Section 6. At the employee's request, the employee is to be afforded the opportunity to have his/her designated representative present at the supervisor/employee interviews dealing with this article.

Section 7. It shall be the policy of the **Employer** to inform any employee subject to discharge or discipline of the availability of the Substance Abuse Prevention and Control Program if the source of his/her problem falls within the corrective and treatment procedures offered by the program, and of his/her right to appeal/grieve any discipline or discharge actions through the appropriate appeal/negotiated grievance procedures.

ARTICLE 11 – AWARDS AND RECOGNITION

Section 1. The **Employer** and the **Union** agree to ensure to the extent practicable, distribution of awards among all deserving employees within guidelines set by regulations and laws.

A. Encourage unit personnel to improve Government operations and support and enhance national goals; and

B. Recognize and reward deserving employees appropriately and promptly in accordance with appropriate directives.

C. Administer the Awards Program in accordance with Title 5, United States Code. Nominations will be made in accordance with applicable directives. Conflicts of interest will be avoided in the approval process of an award. **Union** representatives shall be entitled to participate in the deliberation of the Incentive Awards Committee to the extent allowed by law with respect to nominations for honorary awards.

D. Awards should be presented in a public manner at a ceremony commensurate with the level of the award. Award listings will be distributed to the **Union** as requested. The **Union** may elect to attend formal awards ceremonies held for employees.

Section 2. Types of Incentive Awards may include the following:

A. Monetary

- Performance Award
- Special Act or Service Award
- Quality Step Increase

B. Non-monetary

- Honorary e.g. Certificate/Memorandum of Appreciation
- Meritorious Medals
- Length of Service, etc.
- Time Off Award

ARTICLE 12 - EMPLOYEE RIGHTS

Section 1. Pursuant to Title 5 Section 7102, United States Code, employees have the right, freely and without fear of penalty or reprisal, to form, join and assist the **Union** or refrain from such activity. The freedom of employees to assist the **Union** shall extend to participation in the management of the **Union** and acting for the **Union** in the capacity of a **Union** official. The **Employer**, or designee, will advise each new employee hired, transferred, or reassigned to the unit, of these rights. They will be further advised of their rights to be represented by the **Union**. The **Employer** will also publish these rights in the Civilian Personnel newsletter on a semiannual basis, unless specified otherwise within this agreement.

Section 2. All personnel shall be treated with fairness, equity and dignity in all matters without favoritism or regard to political affiliation, race, color, religion, national origin, sex, marital status, age or handicapping condition. Employees' constitutional rights will be protected and employees will be treated with proper regard and protection of their privacy. Employees have the right to fully pursue their private lives, personal welfare and personal beliefs without interference, coercion, or discrimination by the **Parties** so long as such activities do not conflict with the Standards of Conduct or with job responsibilities.

Section 3. Employees may bring matters of personal concern to the attention of the **Employer**, **Union** or other appropriate officials.

Section 4. The right of employees, individually or collectively, to petition Congress or a Member of Congress, or to furnish information to either House of Congress, or to a committee or member thereof, may not be interfered with or denied.

Section 5. The employee shall be given the opportunity to be represented, at any examination of the employee, by a representative of the **Union** in connection with an investigation if:

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

B. The employee requests representation.

Section 6. Employees have the right to question orders when it is believed that it would require the employee to violate the law, a directive, or a regulation without fear of reprisal. When an employee questions an order on these grounds, the employee must notify the supervisor and identify the law, directive, or regulation that would be violated. If the supervisor or a higher level official determines it is a lawful order, the employee will comply. If the employee still feels there has been a violation of the law, directive, or regulation, the employee may document the disagreement and refer the memorandum for record to the **Union** and appropriate official. This does not prohibit the employee from filing a grievance under the negotiated grievance procedure after following the order.

Section 7. An employee may from time to time be requested to sign for receipt of correspondence or official documents outside the scope of performing duties of the employee's assigned position (i.e., counseling, civilian performance plan, notices of proposed action, etc.) in these cases, the signature indicates only that the employee understands the document and/or received the document and does not necessarily indicate agreement with the document content. Failure or refusal to sign for receipt of the correspondence, within itself, will not be cause for disciplinary or adverse action. Failure or refusal to sign does not negate the responsibility of the employee to understand and comply with the contents of the document.

Section 8. Except in any grievance under this agreement, employees may be represented by an attorney or any other representative of their own choosing, providing there is no conflict of interest. In a grievance under this agreement, the employee may choose to either represent themselves or have a representative designated by the **Union** in writing. The employee will designate their chosen representative to the **Union** in writing.

ARTICLE 13 - EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union agree to cooperate in providing equal employment practices at this installation guaranteeing equal employment opportunity to all persons without regard to race, creed, color, sex, national origin, age, or physical or mental handicap. In addition, each party agrees that their mutual goal is to promote the full realization of equal employment opportunity through a positive and continuing effort.) Sexual harassment violates acceptable standards of conduct required of all unit employees and no instance of sexual harassment will be tolerated.

Section 2. It is agreed between the Parties that in the policies and practices of the Union, there shall continue to be no discrimination against any employee because of race, creed, color, sex, national origin, age, or physical or mental handicap.

Section 3. Outstanding EEO problems are proper subjects for discussion between the Employer and the Union.

Section 4. Members of minority groups will receive full and impartial consideration for initial employment, possess equal standing and security as other employees, and enjoy equal opportunity to receive training and develop skills to advance from a job career standpoint. Such opportunities are shaped by the needs and resources of the installation and the individual's own capacity and effort.

Section 5. Activities, facilities, services, and training programs, operated, sponsored, or participated in by this installation will be made available to eligible employees without discrimination based on race, creed, color, sex, national origin, age, or physical or mental handicap.

Section 6. The Employer will post in conspicuous locations in the workplace, a current list of EEO counselors. These lists will provide the name, location, and telephone numbers of the counselor.

Section 7. EEO Appeal Procedures

A. Employees may choose to pursue EEO violations through the negotiated grievance procedure article or the EEO Statutory Procedure but not both. The election occurs at the formal stage of either process.

B. An employee who elects to pursue the EEO Statutory Procedure based on Section I of this Article must consult an EEO counselor in order to try to informally resolve the matter. The employee must initiate contact with an EEO counselor within 45 calendar days of the matter which caused the employee to believe he/she was discriminated against or within 45 calendar days after the perception of discrimination. In the case of a personnel action, the contact must be made within 45 calendar days of the effective date of the action.

Section 8. At all stages throughout the complaint process the employee, designated representative are entitled to reasonable duty time to prepare and present an EEO complaint.

ARTICLE 14 - HOURS OF WORK

Section 1. Definitions

A. Tour of duty is the hours of the day and the days within the administrative workweek during which the employee is required to perform service on a regular, repetitive basis. The administrative workweek of employees is the calendar week, 0001 on Sunday through 2400 on the following Saturday. Employees should not be scheduled to work more than 6 of any 7 consecutive days.

B. The basic workweek of full-time employees shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. The employee will have two (2) consecutive days off, unless the mission would be adversely affected or cost increased.

C. The basic workweek of part-time employees shall consist of 8 to 32 hours, regular or irregular schedule, within the administrative workweek. The **Employer** will attempt to schedule two consecutive days off within the administrative workweek for part-time employees subject to workload requirements.

Section 2. Meal Period

A. Full-time employees shall be granted a meal period on a non-paid basis, scheduled at or near the mid-point of the tour of duty, no less than one-half (1/2) hour or more than one (1) hour. Breaks in working hours of more than one hour may not be scheduled in a basic workday.

B. When an employee is required to perform official duties during scheduled meal periods, a twenty (20) minute working meal period shall be permitted and considered as time worked for pay purposes.

Section 3. Breaks

A. Rest breaks are in increments of fifteen (15) minutes, the breaks will be taken at or near the midpoint between the start of the employee's workday and the employee's meal period, and the mid-point between the employee's meal period and the end of the tour of duty.

B. Rest periods will not be scheduled to start or end the tour of duty, or be a continuation of the meal period and are not cumulative.

Section 4. Clean-Up Time.

Where feasible, as determined by the supervisor, a reasonable amount of time will be allowed for necessary clean-up immediately prior to lunch time and immediately prior to the end of the work day and for storage of tools and equipment. No blanket amount of time will be established for clean-up, but will be allowed in consonance with the work area and the working conditions.

Section 5. Notification of Schedules

Employees will be notified of changes to their tours of duty one (1) week in advance of the administrative work week. When the **Employer** determines that the mission would be handicapped or that costs would be increased, notification of less than one week will be permitted. A copy of any tour of duty change will be provided to the **Union** prior to effective date, if possible.

Section 6. In the event of power failure, breakdown, or other interruptions beyond the control of the **Employer** resulting in the interruption or suspension of operations, employees who are in a work status and whose services cannot be utilized in their present work area or elsewhere, shall be administratively excused from duty without charge to leave or loss of pay, consistent with regulatory requirements. When the **Employer** decides to close the installation or a part of it due to inclement weather and to dismiss employees who are not required for essential or emergency services, those so excused from duty will not be subject to charge to leave or loss of pay.

Section 7. Holiday Work Procedures

When scheduling employees for work on holidays, the **Employer** will first ask for volunteers from all qualified employees within the work center. Generally, this will occur one week in advance of the holiday unless the **Employer** has less notice. The number of needed employees will be selected by seniority on a rotating basis. If an employee is to be scheduled involuntarily, rotating inverse seniority will be used from those employees possessing necessary skills to

perform the work. Personal needs exceptions will be considered on an equitable basis. The **Employer** will determine whether an employee is qualified to perform the work.

Section 8. Planned Closures for Other than Federal Holidays

A. When a planned closure occurs and the **Employer** determines there is other work available, employees scheduled to work during the closure will have the following options: perform other duties, request annual leave or leave without pay.

B. When a planned closure occurs and the **Employer** determines there is no other work available, employees scheduled to work will have the following option: request annual leave or leave without pay. If the full work force is not required, the selection will be IAW Article 18, Section 2 (a) & (b) for all employees.

Section 9. Daylight Savings Time

A. If the employee's tour of duty coincides with daylight savings time and requires working an additional hour, the employee will be paid for the actual hours worked.

B. If the hours worked are less than normal because of daylight savings time, the employee will be on leave or work the additional hour.

ARTICLE 15 - OVERTIME

Section 1. Except for firefighter personnel, overtime is work performed in excess of forty (40) hours in the basic workweek. Personal needs considerations are, when an employee can show that overtime work would impair his/her health or cause him/her extreme hardship and the supervisor determines that the employee has a valid reason for being relieved from overtime duty.

Section 2. The **Union** recognizes the right of the **Employer** to require an employee to perform overtime work when needed to accomplish the mission. The **Union** agrees that the assignment of any necessary overtime work is solely a function of the **Employer**. Compensation for overtime work shall be in accordance with applicable laws, rules and regulations.

A. **Planned Overtime Work Procedures.** Planned overtime is work that is identified at least one duty day in advance of the requirement, and notice will be provided as far in advance as possible. When scheduling employees for overtime work, the **Employer** will first ask for volunteers, and will select the number of needed employees by seniority on a rotating basis. If an employee is to be scheduled involuntarily, rotating inverse seniority will be used. Personal Notification for planned overtime work on Saturday or Sunday shall be made not later than close of business needs exceptions will be considered on an equitable basis. The **Employer** will determine whether an employee is qualified to perform the work. Rotational system will be used

except where the **Employer** would be seriously handicapped in carrying out its mission. Once an employee has been selected and has performed the planned overtime, that employee will then have the lowest priority in the rotating system for the next planned overtime.

(1) Notification for planned overtime work on Saturday or Sunday shall be made not later than close of business Thursday.

(2) It is agreed that occasions may arise whereby such notification cannot reasonably be made, however, the **Employer** agrees to give as much notification as circumstances permit in all cases.

B. **Unplanned Overtime Work Procedures.** In the case of unplanned overtime, notice will be provided as far in advance as possible. The **Employer** will first ask for volunteers who are on duty, and will select the number of needed employees with the necessary skills to perform the overtime, from the organizational element by seniority on a rotating basis. If an employee is to work overtime involuntarily, rotating inverse seniority will be used. Personal needs will be considered on an equitable basis.

C. No employee shall be denied the opportunity to work overtime solely because of his/her use of annual or sick leave. Nothing in this article obligates the **Employer** to assign overtime to an employee who is not present on the date the overtime is assigned or is not in a work status during his/her shift immediately preceding the overtime assignment.

D. An employee late in reporting for an overtime assignment, with an acceptable reason, as determined by the supervisor, shall not be denied the remainder of the overtime assignment, providing another employee has not been called in to perform the work and the need for his/her services still exists.

Section 3. Extension of Part-Time Employee Workday

A. When work requirements dictate the need for additional hours to be worked by employees already working on a workday, scheduling decisions will be made by soliciting qualified volunteers with necessary skills first, in seniority order. This provision will not require that an employee be offered additional work resulting in overtime.

B. If there are insufficient volunteers, the decision will be made using inverse seniority. Personal needs will be considered on an equitable basis.

C. The affected employee will be notified as much in advance as possible of the additional hours needed by the **Employer**. Such notice will be provided at the time the **Employer** becomes aware of the event that created the need for the additional hours.

Section 4. Employees, who are required to work overtime in excess of four hours immediately following their regular duty work shift, shall be allowed one-half (1/2) hour meal period without compensation, unless the employee's overtime assignment requires the constant attention or availability of the employee. If a meal period is not scheduled during the overtime assignment,

the immediate supervisor may authorize the employee to eat on the job only when it is possible to do so without stopping or interrupting the employee's work.

Section 5. Records of overtime worked or declined will be maintained by supervisors to assure that each employee with the necessary skills, received substantially the same consideration. Normally, the number of hours of overtime worked shall be used to determine equity of overtime distribution. If an employee is relieved of an overtime assignment at his/her request, the overtime declined will be considered overtime worked for the purpose of determining the equity of overtime distribution.

ARTICLE 16 - MERIT PROMOTION PROGRAM

Section 1. It is agreed that management will utilize to the maximum extent possible the skills and talents of its employees. Under the Merit Promotion Program, employees are given full and fair consideration for advancement. The Merit Promotion Program shall be administered in accordance with applicable laws, rules and regulations.

Section 2. Management and the **Union** agree that when filling position vacancies within the Unit, management will follow appropriate rules, laws, and regulations.

Section 3. Current employees may be considered through external recruitment sources, but must apply in the same manner as other external applicants. External sources include Veterans Readjustment Appointment, Office of Personnel Management, Outstanding Scholar, or Student Career Experience. Current employees may be considered with other external candidates provided they meet eligibility requirements.

Section 4. Grievances arising out of the application of the merit promotion plan provisions in the agreement shall be processed in accordance with the negotiated grievance procedure.

ARTICLE 17 - MISCELLANEOUS AGREEMENTS

Section 1. Smoking

A. Smoking in Federal facilities is prohibited. Outdoor smoking areas will be designated and identified for employees.

B. Smoking breaks will be permitted with rest breaks as specified in Article 14, Section 3.

C. Smoking cessation classes that are available at the installation will be provided to those employees who wish to stop smoking as allowed by prescribing directives. If such classes are not available at the installation, information about off-base smoking cessation classes will be provided upon request by the employee.

Section 2. Employee-Supervisor Communication

A. Each employee will be advised of their appropriate chain of command and subsequent changes within their organization.

B. It is highly recommended that both management and employees follow the chain of command.

Section 3. Dress and Grooming.

A. Civilian employees are expected to follow established standards of conduct, which include dress and appearance. They are expected to comply with reasonable dress and grooming standards, based on comfort, productivity, health, safety and type of position occupied. When clothing such as coats and ties create discomfort during hot weather, the requirement to wear such attire should be eliminated. Due to diverse work environments, commanders and supervisors must establish and maintain appropriate written dress standards within work areas. The following examples are considered unacceptable for professional office attire:

- (1) Shorts
- (2) Sweat pants
- (3) Tank tops
- (4) See-throughs
- (5) Halter-tops
- (6) Crop tops
- (7) Tube tops
- (8) T-shirts with profanity/gestures/racial innuendoes

All written civilian dress policies/directives are to be coordinated through the Civilian Personnel Flight prior to implementation, which will in-turn provide advance notification to the Union.

B. Management's disagreement with styles, fabrics, modes of dress, and grooming are not adequate criteria for prohibiting certain clothing. However, clothing which displays offensive language or designs will not be allowed. Any prohibitions must be based on a clear showing that the prohibited article of clothing contributes to an unsafe, unhealthy, nonproductive or disruptive work environment. Military grooming and appearance standards do not apply to civilian employees.

C. The standards within each individual work area will be based on the above criteria, the type of work performed, and the public visibility within the area. It is the responsibility of supervisors to inform employees and ensure compliance.

ARTICLE 18 - SUPERVISOR'S EMPLOYEE BRIEF

Section 1. The Supervisor's Employee Brief is the personal and confidential record of an employee.

Section 2. Counseling by the supervisor on derogatory or adverse situations will be conducted in reasonable privacy. Prior to placement of derogatory data in the Supervisor's Employee Brief, the supervisor will discuss same with the employee concerned. The employee's initials indicate only personal awareness of such entry and do not indicate agreement or disagreement. The employee will be provided a copy upon request.

Section 3. Access to the Supervisor's Employee Brief will be limited to persons having an official requirement to review all or a portion of the document. The concerned employee and the designated representative may review the applicable portions of the Supervisor's Employee Brief when a grievance is related to a specific statement which is the basis for disciplinary or adverse action. Supervisory notes (memory joggers) are for the sole use of the supervisor. If they are communicated to any other party, they must become a part of the system of records administered in accordance with the Privacy Act and this agreement.

Section 4. When an employee's supervisor is changed, the Supervisor's Employee Brief, posted to date, is transferred to the new supervisor.

ARTICLE 19- OFFICIAL TRAVEL

Section 1. Scheduling Official Travel

If administratively controllable and/or unless mission requirements dictate otherwise, travel will be scheduled during an employee's basic workweek. It is recognized that situations will develop when the employee will be required to travel away from his/her official duty station outside his/her regularly scheduled work hours. Travel shall constitute hours of employment where such travel is performed under one of the following conditions:

- A. The travel involves actual work while traveling;
- B. The travel is carried out under such arduous and unusual conditions that the travel is inseparable from work;
- C. The travel results from an event that could not be scheduled or controlled

administratively.

Section 2. Contents of Travel Orders

A standard travel order will be issued to employees whenever possible for travel beyond the local area of the installation in accordance with applicable directives.

Section 3. Advance Funds for Travel

When it is within the administrative control of the Employer, employees shall receive their travel orders and available information for accomplishment of the travel during working hours prior to departure. Funds will be made in accordance with applicable travel regulations.

Section 4. Use of Government Quarters

The traveler shall ascertain prior to departure whether government quarters are available and whether such facilities are adequate in accordance with applicable law or regulation. Employees may volunteer to use government quarters that do not meet the standards set forth in applicable law and regulation.

Section 5. Exceptions to Use of Government Quarters

Employees on temporary duty away from their designated duty station shall not be required to use government quarters when adequate quarters are not available under the provisions of applicable law, DOD Joint Travel Regulations, and/or this Agreement.

Section 6. Mode of Travel

The employee will have a choice of mode of travel in accordance with travel directives and where mission requirements permit.

Section 7. Selection Procedures

TDY should be rotated among qualified and available employees with requisite skills on a fair and equitable basis such as seniority (leave SCD). If there are insufficient volunteers, inverse seniority (leave SCD) will be used among those available with the requisite skills.

A. Separate overseas and stateside TDY rosters will be maintained. The roster shall contain the location and date of each trip. Any employee who declines a TDY assignment will initial or sign the roster. An employee who wishes to withdraw as a TDY volunteer will initial or sign the roster.

B. Exceptions will be made for compassionate reasons.

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

D. Employees who are loaned or detailed shall maintain their position on the TDY roster of the assigned organization. Employees determined not to be available will maintain their position on TDY rosters until they are available to accept or decline a TDY.

Section 8. TDY Shift Assignments

Employees selected for TDY will be advised before departure of the projected shifts they will be working while on TDY. Any adjustments at the TDY location will be determined by mission requirements and applicable directives.

Section 9. Return Travel

A. If a temporary duty assignment requires a traveler to be away from his/her official duty station for more than 30 calendar days, management will, to the extent possible, permit an employee to voluntarily return to his/her official duty station during non-workdays at their own expense.

B. When an emergency arises during TDY that involves an employee's immediate family, the supervisor may authorize early return to their official duty station. Travel expenses will be authorized in accordance with applicable directives.

Section 10. TDY Records

Records of TDY assignments will be maintained in accordance with applicable directives and upon request will be made available to the Union for review.

Section 11. Recovery Time

The following provisions provide for recovery time following TDY travel when the employee is adversely affected by fatigue.

A. When an employee begins or ends temporary duty travel by commercial carrier during regularly scheduled hours of duty, supervisors may excuse the employee for up to three (3) hours without charging leave.

B. When extensive temporary duty travel outside of regularly scheduled hours of duty is required, employees are authorized to be absent from work without charging leave or loss of pay for a reasonable time to recuperate from fatigue or loss of sleep. 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 four (4) hours.

C. 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.

Section 12. Vicinity Travel

When a privately owned conveyance is used in the accomplishment of agency assigned duties for travel between an employee's residence or the permanent duty station and one or more work sites within the local area, the employee will be paid mileage for the distance in accordance with applicable directives.

ARTICLE 20 - PERFORMANCE MANAGEMENT

Section 1. The **Parties** agree that performance standards will be established by management and administered in accordance with the provisions of governing laws and appropriate regulations as applied to unit employees. Performance standards as applied, will be job related, fair, equitable, valid, attainable, exceedable, and reliable. Personnel actions concerning employees' performance will be based on the provisions of this article, as well as laws and government-wide rules and regulations. To the maximum extent feasible, performance standards will permit the accurate evaluation of job performance on the basis of objective criteria.

Section 2. For the purpose of this article, the following definitions will apply:

Performance Elements describe performance requirements of the position. They may be derived from the official position description (PD) or core document (CD); a significant duty or task derived by analysis of the job. A performance element may be an important duty or responsibility of the position, or it may be a specific project or task consistent with or directly drawn from the duties and responsibilities in the position description.

A. Critical Performance Element: A critical performance element is of sufficient importance that performance below the minimum standards established by management requires remedial action and/or denial of a within-grade-increase, and may be the basis for removing, reassigning, or demoting the employee.

B. Noncritical Performance Element: A performance element which has not been designated as critical, but which is nonetheless an important part of the position and is considered in determining the overall level of performance. Performance below the minimum standard established by management requires counseling and may be grounds for denial of within-grade-increases.

Section 3.

A. Performance Standards: A performance standard is a description of the minimum level or range of accomplishment necessary for satisfactory performance. Performance standards are expressed in terms of qualitative, quantitative or timeliness objectives, specific actions, project assignments, or other requirements related to job performance elements. There may be more than one standard for a single performance element.

B. Prior to implementation, the work plan will be reviewed with employees, and they will be given an opportunity to make their views known. Employees will be encouraged to participate in the development of the work plan.

C. Using Similar Performance Elements and Standards: To facilitate equitable treatment of employees, performance elements and standards should be similar where practical, and where both of the following factors exist for a particular category of positions.

(1) The work performed is substantially similar in duties, responsibilities, and skills required.

(2) There are no substantial variations in working environment which would lead to differences in performance expectations.

Section 4.

A. Supervisors will conduct periodic performance discussions with employees throughout the appraisal period. This will include at least one discussion (normally at the mid-point of the rating period) in addition to the formal appraisal period. Employees shall be kept informed of overall performance on a continuing basis.

B. The employee's work plan will be developed on an AF Form 860 (or core document). After the work plan has been developed, it will be signed by the rating and reviewing officials. The AF Form 860 will then be signed by the employee and a copy provided to the employee. The original AF Form 860 will be kept by the rating official with the Supervisor's Employee Brief until all certification areas are filled or the performance plan is obsolete. When either event occurs, the AF Form 860 will be processed according to the governing directives; a new form will be established with a copy provided to the employee. When the appraisal rating (AF Form 860A) is completed, the rating official will give a copy of the rating to the employee. The original form will be maintained in accordance with prescribed directives.

Section 5. Any changes in the statutory systems required for evaluating performance of bargaining unit employees will be implemented in accordance with the appropriate provisions of this Agreement.

Section 6. The Performance Management Program will be administered in accordance with AFI 36-1001.

ARTICLE 21 - REDUCTION-IN-FORCE/TRANSFER OF FUNCTION/REORGANIZATION

Section 1. A reduction-in-force (RIF) is when the **Employer** releases an employee from his/her competitive level by separation, demotion, furlough for more than 30-calendar days, or reassignment requiring displacement; when there is a lack of work or funds, reorganization, reclassification due to job erosion (only when the action will take effect after the formal announcement of a RIF in the competitive area and the RIF will take effect within 180 days); or the need to make a place for a person exercising reemployment or restoration rights that requires the **Employer** to release the employee.

Section 2. A transfer of function (TOF) is the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, or the movement of the competitive area in which the function is performed to another commuting area; except when the function involved is virtually identical to functions already being performed in the other competitive area. A function is transferred when it disappears or is discontinued at one location and appears in identifiable form at another location.

Section 3. Reorganization means the planned elimination, addition, or redistribution of functions or duties in an organization that eliminates or reclassifies employee positions.

Section 4. In the event of a reduction-in-force, existing vacancies will be utilized to the maximum extent feasible to place employees in continuing positions who otherwise would be separated from the service or reduced to lower grades within the service. All reductions-in-force will be carried out in strict compliance with applicable laws and regulations.

Section 5. The **Employer** agrees to notify the **Union** in writing of pending reduction-in-force actions as far in advance as practicable; giving the number of employees and competitive levels to be affected, the approximate date action is to be taken, and the reason for the reduction-in-force. The **Union** will be allowed to make its views and recommendations known concerning the implementation of reduction-in-force actions and such views and recommendations will be carefully considered. The **Employer** will advise the **Union** of the reasons why when its recommendations will not be incorporated into the final actions.

Section 6. Reasonable effort will be made to notify persons eligible to apply for Voluntary Separation Incentive (VSI) payments, in the event that VSIs are authorized to prevent the involuntary separation of an employee. VSI candidates will be ranked by retirement eligibility and service computation date for leave. Volunteers eligible for voluntary retirement will be given first priority, followed by MRA + 10 (FERS only), early optional retirement when authorized, and voluntary resignation. Disability, mandatory, and other involuntary retirees shall not be eligible for VSIs.

Section 7. When the employee has the capacity, adaptability, and special skills required by the position, the **Employer** shall make maximum use of the permissible waiver of qualifications requirements in assignments during reduction-in-force. The **Employer** retains the right to waive or not waive qualification requirements.

A. Employees placed through a reduction-in-force into a position whose duties are different from those previously performed, will receive in-house training within 30 days. Other training (off-site) will be identified and/or scheduled within the same time period when determined necessary by management.

B. Supervisors will discuss training needs and performance with employees on a continuing basis and will provide on-the-job training when needed.

Section 8. Retention registers shall be established and employees listed in the order of their retention standing, tenure group and subgroup.

A. An employee who has received a specific notice of reduction-in-force and/or his/her representative will be given the opportunity to review the appropriate local records pertaining to the action, including regulations pertaining to RIF.

B. The employee will designate in writing the representative in such matters. Any change of representative will also be in writing.

Section 9. The Employer agrees to make every reasonable effort to minimize adverse impact of any RIF, TOF, or reorganization action.

Section 10. The **Employer** shall provide a specific written notice to each employee affected by the reduction-in-force, if they are to be released from their competitive level, at least 60-calendar days prior to the effective date. The notice shall state specifically what action is being taken, appeal rights, and other items prescribed by applicable regulations.

Section 11. For the duration of the reduction-in-force, the **Employer** will provide the **Union** with current information of actions taken.

Section 12. The **Employer** will register those employees who are separated from the agency by reduction-in-force in the appropriate placement programs. The **Employer** shall counsel employees for whom no positions are located, on the basis of information obtained from the local state employment service and on any rights that may be available to them.

Section 13. Employees on detail will not be released during reduction-in-force from the position of detail but rather the employees' permanent position.

Section 14. The **Employer** shall provide a specific written notice to each employee affected by the transfer of function at least 60-calendar days prior to the effective date. The notice shall state specifically what action is being taken, the effective date of the action, and what is involved in acceptance or rejection of the offer of transfer. Any fights of appeal and the time limits on such

appeals will also be in the notice. An employee will have up to 10-calendar days in which to accept or reject the offer of transfer.

Section 15. Employees who are separated because of their declination to accept a transfer of function will be paid severance pay in accordance with applicable laws and regulations if so entitled.

ARTICLE 22 – SAFETY, HEALTH, AND ENVIRONMENT

Section 1. The **Employer** shall provide and maintain for all employees, conditions of employment that are free of hazards or conditions that may cause an accident, serious injury, or illness. Supervisors will be responsible for reporting any hazardous or unsafe condition observed by them or reported to them, to the Base Safety staff. The **Employer** will initiate prompt and appropriate action to correct any unsafe working conditions which are reported to him/her or observed by him/her. There will be an annual safety inspection of all areas occupied by employees. The **Union** may designate a representative at each post of duty who will participate in annual inspections.

Section 2. The **Employer** shall, in accordance with applicable directives, acquire and require the use of approved safety equipment, approved personal-protective equipment, and other devices necessary to provide protection of employees from hazardous conditions encountered during their performance of official duties.

Section 3. When an investigation is made of an occupational accident involving a bargaining unit employee, the **Union** shall be present during the interview of the employee. The **Employer** shall assure that a **Union** representative or his/her alternate will be invited and encouraged to accompany inspection of the work place.

Section 4. The **Employer** agrees to ensure prompt abatement of unsafe or unhealthful working conditions. When this cannot be accomplished immediately, the **Employer** agrees to develop an abatement plan setting forth a time table for abatement and a summary of interim steps. Employees that are exposed to such conditions shall be informed of the abatement plan.

Section 5. The **Employer** agrees to assure prompt response to employee reports of unsafe or unhealthful working conditions. Any employee or steward is authorized to request an inspection of the work place when he/she believes an unsafe or unhealthful condition exists. The **Employer** agrees to post notices of hazardous conditions discovered in a work place as required. This notice shall be posted at or near the location of the hazard and shall remain posted until the sited condition has been corrected. Such notices shall contain a warning and description of the unsafe or unhealthful working conditions and any precautions required by applicable regulations. The **Employer** agrees to hold confidential the names of employees or stewards who report unsafe or unhealthful working conditions.

Section 6. In the event of an on-the-job death, the **Employer** agrees to promptly notify the **Union** of the name of the bargaining unit employee.

Section 7. An employee who becomes ill or is injured in the performance of his/her duties, upon notifying the **Employer**, will be informed of his/her entitlements under the Federal Employee's Compensation Program. Upon notification, the **Employer** will investigate the facts and circumstances.

Section 8. The **Employer** agrees that employees who are required to perform duties which involve real or potential hazards will be provided adequate training to perform the job safely. An employee will not be required to work on a job the **Employer** has determined unsafe. An employee will not be required to work on a job or machine which he/she is unfamiliar with until the **Employer** has provided adequate training and instruction as determined by the supervisor to safely perform the job. Such training shall include instruction, proper work methods to be used, and proper use of protective equipment.

Section 9. Any employee who is assigned duties which he or she reasonably believes could possibly endanger his or her health or well-being will notify the supervisor of the situation immediately. If the supervisor cannot solve the problem and agrees with the employee, the supervisor shall delay the operation until a member of the Base Safety staff can respond to the situation.

Section 10. Nothing in this Agreement will limit the right of the **Union** or any employee to pursue whatever action they deem necessary to address any concern the **Union** or employee may have concerning health and safety.

Section 11. The **Employer** shall make every reasonable effort to schedule repair work when machinery is not operating or moving. Before assigning any bargaining unit employee duties involving repair or adjustments of operating or moving machinery, the Employer shall assess their qualifications to perform such duties.

Section 12. The **Employer** agrees to develop procedures to assure that all handicapped employees are provided appropriate assistance to evacuate buildings in case of emergencies.

Section 13. When an employee is required to work in an area where published health and safety standards have been exceeded, the **Employer** agrees to provide such employee physical examination and medical monitoring to determine whether the employee can continue to work safely in the area. The scope and frequency of such exams shall be determined by the agency's Medical Officer or in his/her absence, other competent medical or industrial hygiene authority. In all cases, AFOSH standards shall be observed.

ARTICLE 23- TEMPORARY AND PROBATIONARY EMPLOYEES, AND PART-TIME EMPLOYEES

Section 1. General

All employees of the bargaining unit shall be covered by the terms of this Article to the extent consistent with applicable laws and Government-wide rules and regulations.

Section 2. Temporary Employees

Temporary employees may be separated at any time upon notice in writing from the Employer. When it is determined that a temporary employee is to be separated at no fault of their own, the employee will be given five (5) workdays advance notice, if funds are available.

Section 3. Probationary Employees

A. The Employer agrees to provide probationary employees with the opportunity to develop and to demonstrate their proficiency.

B. During the probationary period, frequent communication between the supervisor and employee is encouraged. In the event there are deficiencies in conduct and/or performance that may affect an employee's standing for conversion to career-conditional status, the supervisor will counsel employees in a timely manner and document the meeting, with a copy given to the employee.

C. The employee's pre-employment background will be investigated consistent with applicable regulations.

ARTICLE 24 - ANNUAL LEAVE

Section 1. General Provisions

Employees accrue and have a right to use annual leave in accordance with applicable laws and regulations and this Agreement; The determination as to the time and amount of leave granted at any specific time is made by the supervisor, considering employees desires, staffing, workload, and training requirements as determining factors. The minimum charge for annual leave is 15 minutes with additional charges in multiples thereof. It is the employee's responsibility to request annual leave in advance from the supervisor. When annual leave is requested in advance, either in writing or orally, the supervisor will expeditiously inform the employee of approval or disapproval. The **Employer** will provide each employee the opportunity to use all earned annual leave in order to avoid forfeiture. All use or lose leave will be scheduled in writing prior to the start of the third biweekly pay period prior to the end of the leave year. The supervisor will not cancel or modify previously approved leave except for unforeseen circumstances. The reason(s) will be explained to the employee. Employees may request annual leave for any duration, for any time and in any pattern they desire.

Section 2. Annual Leave Schedule

Employees will submit their desires for annual leave in sufficient time for the leave approving official to establish an annual leave schedule by 15 February of each year. Employees will be notified of any changes to requested leave dates. Seniority based on service computation date (SCD), prior year' schedules, and any other determinant factor that will assist in granting leave on a fair and equitable basis will be used. Once an employee has made the selection, changes will not be permitted if such action infringes upon the choice of another employee. Annual leave scheduled in accordance with this Section will not be canceled due to recurring peak workloads. A recurring peak workload situation is one which occurs every year at approximately the same time, with approximately the same work requirements and is not an emergency or unforeseen situation; and does not affect the mission of the base.

Section 3. Unscheduled Leave

Unscheduled leave requests will be submitted, orally or in writing, as soon as the need for leave is known. The supervisor will expeditiously inform the employee of approval or disapproval. Unscheduled leave will be on a first come, first served basis.

Section 4. Emergency Annual Leave

When emergencies or unforeseen circumstances arise requiring the use of annual leave not approved in advance, approval of annual leave cannot be presumed by the employee. If an employee is unable to report for duty due to an emergency, they must notify their supervisor within the first hour or two after the beginning of the shift unless compelling circumstances prevent this. If additional information is required, the decision on approval or disapprove of annual leave for emergency reasons may be withheld by the supervisor until the return of the employee to duty.

Section 5. Forfeited Leave

The **Employer** agrees that employees, within the unit who may accumulate leave in excess of the maximum which can be carried forward to the next leave year, shall be advised by the supervisor in regard to scheduling the reduction of such excess. Forfeited leave will be restored in accordance with appropriate regulations.

Section 6. Leave Donation.

Annual leave may be donated in accordance with approved leave donation programs.

Section 7. Advance Annual Leave

Requests for advance annual leave will be submitted in writing to the supervisor. Final approval authority will be made at the appropriate level. When the decision is made, the supervisor will expeditiously inform the employee of approval or disapproval. Advance leave may be granted up to the number of hours the employee will accrue within the remaining leave year.

ARTICLE 25 - MISCELLANEOUS LEAVE AND EXCUSED ABSENCE

Section 1. Court Leave

A. Court leave will be granted, pursuant to applicable law and regulations, to an employee who is summoned to act as a witness before a court on behalf of the United States Government or to perform jury duty in any court of law. When an employee is called as such a witness or juror, the employee will immediately notify the supervisor and submit a copy of the subpoena or summons. Upon completion of service, the employee shall submit written evidence of the dates the employee served as a witness or juror. The **Employer** will provide written request for excusal of an employee whose services are required at the job site. If such excusal is not acceptable to the court, the **Employer** will grant court leave.

B. If an employee is excused from court service with sufficient time to enable that employee to return to duty for at least three (3) hours of the scheduled workday, including travel time, the employee shall return to duty unless granted appropriate leave by the **Employer**. It is an employee's responsibility to request and receive approval prior to going on leave.

C. If an employee receives their regular pay from the government for a period on court leave, the employee will reimburse the government the amount paid by the court, except that employees may retain reimbursement for out-of-pocket expenses (e.g., mileage, tolls, and parking) in accordance with applicable regulations.

D. An evening or night shift employee who performs court services during the day may be granted court leave for the employee's regularly scheduled night tour of duty. The employee will continue to be entitled to night differential in accordance with applicable regulations.

E. At the employee's request, the **Employer** may grant an adjustment in the Tour of Duty so the employee's hours coincide with the court day(s) provided the mission is not seriously impacted.

Section 2. Excused Absence for Blood Donation.

As the Air Force encourages its employees to volunteer as blood donors, the supervisor will make every effort to release all employees, not absolutely essential, for the purpose of donating blood without charge to leave or loss of pay. If the employee is not acceptable as a donor or does not donate for any other reason, he/she will return to work immediately. If an unusual

period of recuperation is required or if the employee must travel an unusual distance, time will be given without charge to leave or loss of pay, but not to exceed eight hours.

Section 3. Military Leave

Entitlement and use of military leave is IAW applicable directives.

Section 4. Excused Absence for Voting or Voter Registration

A. As a general rule, when the voting polls are not open at least three (3) hours either before or after an employee's regular hours of work, such employee may be granted an amount of excused absence to vote or register to vote which will permit the employee to report to work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time.

B. Under exceptional circumstances where the general rules do not permit sufficient time, an employee may be excused for such additional time as may be needed to enable the employee to vote, depending upon the particular circumstances of the individual case, but not to exceed a full day.

Section 5. Excused Absence for Emergency Rescue or Protective Work

Employees who can be spared without interference to essential agency operations and obligations may be excused to participate in emergency rescue or protective work such as fire, flood, or search operations. Such participation shall normally be limited to a maximum of five (5) workdays of excused absence per year. Employees may not be excused from duty without charge to leave for the purpose of performing Reserve or National Guard duty which otherwise would be covered by military leave as authorized under 5 USC 6323.

Section 6. Leave Without Pay

A. Leave without pay is a temporary non-pay status and absence from duty granted upon an employee's request. All requests for leave without pay, regardless of duration, are subject to approval by the appropriate authority. A period of leave without pay shall not exceed one year per request.

B. The **Employer** recognizes that employees may be elected **Union** officials, or appointed to serve as a delegate to a **Union** convention or other such function for internal **Union** business which requires absence from the **Employer's** premises. Employee requests for LWOP will be administered in accordance with appropriate regulations.

C. Employees in an approved leave without pay status shall accrue all rights and privileges with respect to retirement status and coverage under the Federal Employees Group Life Insurance and Federal Employees Health Benefits Program to the extent they are entitled such benefits in accordance with appropriate laws, rules and regulations.

Section 7. Bone Marrow or Organ Donation

Employees are entitled to 7 days of paid leave each calendar year (in addition to annual and sick leave) to serve as bone marrow or organ donor in accordance with appropriate laws, rules and regulations.

Section 8. Unavoidable absence of less than one hour, and brief periods of tardiness may be excused by the supervisor for adequate reasons.

Section 9. Family Leave

Request for leave under this Section must specify if the leave requested is Family and Medical Leave Act or Federal Employees Family Friendly Leave Act and will be in writing in advance when possible.

A. Family and Medical Leave Act of 1993 (FMLA)

(1) Pursuant to the Family and Medical Leave Act and its implementing regulations, an eligible employee who has completed at least twelve (12) months of service as an employee shall be entitled to a total of 12 administrative workweeks of leave without pay (LWOP) during any 12-month period for one or more of the following reasons:

- The birth of a son or daughter of the employee and the care of such son or daughter,
- The placement of a son or daughter with the employee for adoption or foster care;
- The care of a spouse, son, daughter, or parent of the employee who has a serious health condition; or
- A serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.

(2) If leave taken under this Act is foreseeable, the employee shall provide notice to the **Employer** of his or her intention to take leave not less than thirty (30) days before the date the leave is to begin. If the date of the circumstances requires leave to begin within thirty (30) days, the employee shall provide such notice as soon as is practicable.

(3) An employee may elect to substitute other paid time off, as appropriate, for any unpaid leave under this public law. FMLA leave is in addition to other paid time off available to an employee.

(4) If the need for leave taken under this Act is foreseeable based on planned medical treatment, the employee shall consult with the **Employer** and make a reasonable effort to

schedule medical treatment so as not to unduly disrupt the **Employer's** operations, subject to the approval of the health care provider.

(5) An employee may be required to provide acceptable medical documentation as provided by the law.

(6) An employee who takes FMLA leave is entitled to continue their health benefits coverage. An employee may pay the employee share of the premiums on a current basis or pay upon their return to work.

B. Federal Employees Family Friendly Leave Act of 1994 (FEFFLA)

(1) Pursuant to the Federal Employee Family Friendly Leave Act and its implementing regulations, employees may use sick leave in order to:

-- Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth;

-- Provide care for a family member as a result of medical, dental, or optical examination or treatment;

-- Make arrangements necessitated by the death of a family member or attend the funeral of a family member.

(2) A covered full-time employee may use 40 hours of sick leave each leave year for these purposes. An employee is entitled to use an additional 64 hours per leave year provided the employee maintains a balance of at least 80 hours of sick leave.

(3) Part-time employees may also use sick leave for these purposes. The amount of sick leave permitted under the Act is pro-rated in proportion to the average number of hours of work in the employee's scheduled tour of duty each week.

(4) A family member is defined as:

- Spouses, and parents thereof,
- Children, including adopted children and spouses thereof,
- Parents,
- Brothers and sisters, and spouses thereof, and
- Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

ARTICLE 26 - PAY ADMINISTRATION

Section 1. Environmental Differential Pay

When the **Union** or the **Employer** determines that there is a need to establish/change additional percentages or categories for which environmental differential should be paid, it will notify the other party of the proposed changes and include information showing:

A. the nature of the exposure so as to show clearly that the hazard, physical hardship, or working condition which results from the exposure is of an unusual nature;

B. the degree to which the employee is exposed to the hazard, physical hardship, or working conditions;

C. the period of time during which the exposure will continue to exist;

D. the degree to which control may be exercised over the physical hardship, hazard, or working condition; and

E. the rate of environmental differential recommended to be established. Within 10 workdays of receipt of the proposal, the **Parties** will meet for the purpose of discussing the proposed action and the results of which shall be considered in the **Employer's** determination.

Section 2. If under Section 1 above, Bioenvironmental Medicine or Safety makes a survey of the work area as part of developing its recommendation to Civilian Personnel on the appropriateness of environmental differential pay, the president of the local **Union** or his/her designee will be given the opportunity to accompany the surveying official during the survey.

Section 3. If a procedure of this article is not followed or if there is disagreement between the **Parties** over the determination reached under Section I above, resolution may be sought only under the provisions of the negotiated grievance procedure.

Section 4. Wage grade employees are entitled to environmental differential pay in accordance with 5 CFR 532.511. General Schedule employees are entitled to hazard pay differential in accordance with 5 CFR 550, Subpart 1. Pay determination will be made on an individual basis.

Section 5. Shift Differential Pay and Night Pay Differential

A. Federal Wage System Shift Differential Pay

REGULAR HOURS	DESCRIPTION	DIFFERENTIAL
Between 0800 and 1500	Shift 1	0%
Between 1500 and 2400	Shift 2	7-1/2
Between 2300 and 0800	Shift 3	10%

Night shift differential is payable for the entire shift if the majority of the employee's regular scheduled non-overtime work, to include meal periods, is between 1500 hours and 2400 hours on second shift, or between 2300 hours and 0800 hours on third shift. A majority of hours means a number of whole hours greater than one-half including meal periods. Working half of the shift (for example: 4 hours of an 8 hour shift) does not qualify for shift differential.

B. General Schedule Night Pay Differential. Night work is defined as work performed on a temporary or permanent basis by a GS employee between the hours of 1800 and 0600. The amount of night differential pay is 10% of the basic rate of pay. .

Section 6. Overtime Pay

A. Overtime will be compensated in accordance with applicable provisions of Title 5 and the Fair Labor Standards Act (FLSA). Overtime is defined as time worked by employees in excess of forty (40) hours in any administrative workweek.

B. Overtime pay will be recorded in fifteen (15) minute increments.

C. General Schedule overtime will be paid at one and one-half times of the individual's hourly rate of basic rate of pay, but not to exceed the hourly rate of basic pay of GS-10, Step 1. FWS overtime will be paid at one and one-half times the individual's hourly rate of basic rate of pay.

D. When an employee is called back to work outside of their regularly scheduled tour of duty, a minimum of two hours overtime will be paid.

E. Prior to performing overtime work, both GS and FWS employees may request compensatory time be granted in lieu of overtime paid for an equal amount of time spent in irregular or occasional overtime work, subject to approval of **Employer** or designee.

Section 7. Sunday Premium Pay

A. Any full time GS or FWS employee (part-time employees are not entitled to Sunday premium pay under any circumstances) is entitled to Sunday Premium Pay if any part of the scheduled tour of nonovertime duty falls between midnight Saturday and midnight Sunday. Any employee who has a regularly scheduled tour of duty which includes a shift beginning on

Saturday and ending Sunday, and a shift that begins on Sunday and ends on Monday, is entitled to Sunday Premium Pay in accordance with applicable laws, rules and regulations. Employees who are scheduled to work on Sunday, but do not work and take annual or sick leave instead, are not entitled to premium pay for the “scheduled” Sunday work hours. Employees are entitled to Sunday premium pay for each hour of Sunday work that is not overtime work.

B. The Sunday Premium Pay rate is 25% of the employee’s basic hourly rate.

Section 8. Holiday Pay

An employee who performs non-overtime work on a holiday is entitled to basic pay plus holiday pay equal to basic pay.

ARTICLE 27 - HOLIDAYS

Section 1. Shaw AFB employees are afforded ten (10) official holidays as authorized by Federal law and any other days designated as holidays by Executive Order.

New Years Day

Birthday of Martin Luther King, Jr., the third Monday in January

President's Day, the third Monday in February

Memorial Day, the last Monday in May

Independence Day

Labor Day, the first Monday in September

Columbus Day, the second Monday in October

Veterans Day

Thanksgiving Day, the fourth Thursday in November

Christmas Day

Section 2. The occurrence of a holiday does not change the designations of the basic workweek of employees.

A. If a holiday occurs on a Saturday, the Friday immediately before is a legal holiday for employees whose basic workweek is Monday through Friday. If the holiday occurs on Sunday, the following Monday is the holiday.

B. In accordance with law, rule, and regulations, the following applies:

(1) Part-Time employees who are scheduled to work on a legal public holiday will be entitled to basic pay for the number of hours of work that were to be performed on that day.

(2) Part-Time employees who are not scheduled to work on a legal public holiday will not be entitled to holiday pay or an in-lieu-of day for that holiday.

ARTICLE 28 - TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. The **Employer** will provide employees with training and development opportunities necessary to do their work effectively, attain approved career objectives, and accomplish its mission. Such opportunities will be based on the interest of Shaw Air Force Base and the public, not solely in the interest of the employees.

Section 2. Formal training for temporary employees will normally be confined to training in areas directly related to the position held by the temporary employee and will not be for the sole purpose of adversely impacting a career employee.

Section 3. All training opportunities will be offered without regard to race, creed, religion, color, sex, age, national origin, or physical or mental handicap.

Section 4. The **Employer** will identify areas of skill in which scarcities exist and assure that all employees are informed of these areas.

Section 5. Prior to placement actions, the **Employer** agrees to make reasonable efforts to consider the current employees at their request, when training is determined to be necessary for new jobs and skills. If an employee is to be selected for training which will lead to promotion, the **Employer** shall make the selection under competitive procedures.

Section 6. Job training required on the installation by the **Employer**, as distinguished from training for which the employee voluntarily applies or to which the employee has agreed as a condition of his/her employment, shall be accomplished on the **Employer's** time, if the training is available during normal work hours. The **Union** agrees to encourage employees to participate in self-development activities in order to better qualify themselves in their work or profession, or contribute to their general overall growth and enlightenment as individuals.

Section 7. Employees who are not selected for job-related training because the training would not improve or change their knowledge, skill, or experience in the classification series or job family group to which assigned, will nevertheless be considered for promotion to higher level vacancies in their assigned classification series provided they meet qualification requirements and apply properly.

Section 8. The **Employer** shall make every reasonable effort to provide assistance, recognition, and opportunity for training of employees in the unit when the need for training is related to the individual's officially assigned duties. Training, determined by the **Employer** to be needed in connection with officially assigned duties, will be accomplished at the **Employer's** expense.

Section 9. The **Employer** will make reasonable efforts to arrange a suitable schedule, within operational needs, for the period of time required by the training for employees in the unit wishing to pursue further self-development activities in job-related subjects.

Section 10. Subject to the needs of the service, the **Employer** may approve annual leave or LWOP as requested by the employee for education and training purposes if the education to be acquired will be of value to the **Employer**.

Section 11. Except in instances of late receipt of training quotas by the **Employer** or substitutions because of unforeseen circumstances, sufficient (at least two weeks) advance notice of off-base schooling attendance will be given those employees attending in order that they may arrange their schedule, personal as well as job, accordingly.

Section 12. When an employee has been physically or mentally disqualified for his/her former position and, for that reason, is placed in a new position for which the employee is qualified, the **Employer** will review the employee's abilities and skills, and will provide any training or indoctrination if determined necessary in an effort to help the employee adjust to the new career field.

ARTICLE 29 - GRADE RETENTION

Section 1. When grade retention ceases in applying Section 5362(d)(3) of the Civil Service Reform Act (CSRA), a reasonable offer is defined as an offer of a position, the grade of which is equal to or higher than the retained grade, full-time (unless the employee's position immediately before the change creating entitlement to grade retention was less than full time), a continuing position for which the employee is qualified, and is in the same commuting area as the employee's position immediately before the offer, unless the employee is subject to a mobility agreement or a published agency policy which requires employee mobility.

Section 2. The **Union** shall be afforded the opportunity to meet, confer, and/or negotiate locally developed training programs to be applied to bargaining unit employees subject to Section 5364, CSRA.

ARTICLE 30 - WITHIN-GRADE INCREASES

Section 1. The determination as to whether an employee is or is not performing at an acceptable level of competence will be based upon the supervisor's evaluation of the employee's performance.

Section 2. The granting or withholding of a within-grade-increase is the supervisor's responsibility. If the supervisor feels a within-grade-increase might be withheld, the employee will be notified as far in advance as possible, Normally 90 days prior to the date the within-grade-increase is due. The notification will specify where the employee's performance needs improving to be eligible for the within-grade-increase. The procedure for granting, withholding, reconsideration, appeal, and redeterminations will be as specified in applicable agency regulations.

Section 3. If a decision is made to withhold a step increase, the employee will be notified in writing by the supervisor. The notice will also inform the employee of his/her right to grieve through the negotiated grievance procedure within 15-calendar days after receipt of that notice.

ARTICLE 31 - WORKER'S COMPENSATION

Section 1. Counseling

The Employer agrees that when employees suffer or allege illness or injury in the performance of their duties, the supervisor and the employee will immediately contact the CPF to obtain appropriate counseling of the employees' rights under the Federal Employee Compensation Act (FECA).

Section 2. Procedures for Filing Claims for Workers' Compensation Benefits

A. After experiencing a job-related injury or illness, the employee should contact their supervisor immediately unless physically incapable of doing so.

B. The employee should obtain Form CA-1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, from his/her supervisor

C. The appropriate sections of the form should be filed out by the employee and given to the supervisor immediately. If the employee is incapacitated, this action may be taken by someone acting on his or her behalf.

D. The Employer agrees to provide information on this program to all bulletin board monitors and annually publicize the same to employees. The notice will also include the office telephone numbers for obtaining information/assistance relevant to Worker's Compensation claims.

Section 3. Definitions

A. Traumatic Injury/illness means a wound or other condition of the body caused by external force, including stress or strain, which is identifiable as to time and place of occurrence and member or function of the body affected. The injury must be caused by a specific event or incident or series of events or incidents within a single work day or work shift.

B. Occupational Disease means a condition produced in the work environment over a period longer than a single workday or shift by such factors as systemic infection, continued or repeated stress or strain, or exposure to hazardous elements such as but not limited to toxins, poisons, fumes, noise, particulates, or radiation, or other continued or repeated conditions or factors of the work environment.

Section 4. Election of Benefits Options

A. Pending the approval of the compensation claim, an employee with a job-related traumatic injury/illness or occupational disease may elect to be placed on sick or annual leave instead of leave without pay.

B. As an alternative to Section 4 (A) above, an employee with a job-related traumatic injury/illness may elect to receive forty-five (45) days of continuation of pay (COP) if the claim meets OWCP criteria. The entitlement to COP is not available to employees who file an Occupation Disease claim.

C. If the employee's claim is approved, the employee shall have the option of buying back any leave used and having it reinstated to their account.

D. If the employee's claim for compensation is disallowed by the Department of Labor, Office of Workers' Compensation, any of the forty-five (45) days of COP that were previously granted will be converted to sick leave, annual leave, and/or leave without pay. The employee shall be responsible for advising the Employer as to which form(s) of leave is (are) appropriate and for completing an OPM Form 71, Application for Leave, or its electronic equivalent.

Section 5. Placement of Worker's Compensation (OWCP) Claimants

When all required criteria are met, consideration will be given for duty accommodations based upon appropriate medical documentation, which may include the availability of light duty, temporary reassignment, and/or adjustment of work hours.

Section 6. Review of Documents

An employee or designated representative with written consent of the employee will be permitted to review all 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 will be granted a reasonable amount of time for reviewing documents and processing claims.

Section 7. Trial Reassignments

If an employee elects to accept an assignment to a position offered by management rather than seek disability retirement, at the discretion of the Employer, the employee will be assigned permanently to such position or the employee may be detailed to such position for up to 120 days on a trial basis in order to determine his/her ability to perform the duties of such position.

ARTICLE 32 - SICK LEAVE

Section 1. Employee will earn and use sick leave in accordance with applicable statutes and regulation. Sick leave will be charged in one quarter (1/4) hour increments. The **Employer** and the **Union** recognize the importance of sick leave and the obligation of the employee, as well as the advantage to the employee to utilize it only when incapacitated for duty by sickness, injury, or other valid reasons. The **Parties** agree to jointly encourage employees to conserve such leave so that it will be available to the employees in the event of an extended illness.

Section 2. Approval of sick leave will be granted to employees when they are incapacitated for performance of their duties or need to attend a family member. Sick leave is also appropriate when requested in advance for medical, dental or optical examination or treatment and will normally be granted. The employee will request the sick leave at least one week in advance if the employee has that much notice of the examination or treatment. Sick leave will also be approved when as determined by health authorities having jurisdiction or by a health care provider, the employee's presence on the job would jeopardize the health of others because of exposure to a communicable disease.

Section 3. It is the responsibility of each employee to promptly notify his/her supervisor when he/she is unable to report to work because of sickness or injury. An employee unable to report to work due to sickness or injury, shall notify his/her immediate supervisor or the designated representative either in person or by telephone within the first hour or two after the beginning of his/her shift on the first day of the absence (unless he/she is physically or mentally disabled). If the employee is incapacitated, a member of the employee's immediate household may make the notification. The employee will keep the supervisor informed of his/her incapacitation thereafter every day until he/she returns to duty, unless relieved of this requirement by the supervisor. When it is not practical to report by telephone, notification must be made by the most expeditious means practicable.

Section 4. Employees must furnish medical documentation (or other administratively acceptable evidence) to substantiate a request for approval of sick leave exceeding three (3) consecutive workdays, unless the supervisor waives this requirement. If the employee did not consult a medical practitioner, an employee's certification may be considered by the supervisor except for an employee under the sick leave abuse requirement.

Section 5. Employees will not be required to furnish a medical certificate to substantiate a request for approval of sick leave for periods of three (3) consecutive workdays or less. However, employees may be required to provide a medical certificate for less than three (3) consecutive workdays if they are under sick leave abuse requirements or there is reason to believe the employee is abusing/misusing sick leave privileges.

Section 6. Sick Leave Abuse

A. Where the **Employer** has reasonable grounds to question whether an employee is properly using sick leave (for example, when sick leave is used in unusual patterns or

circumstances), the **Employer** will require an explanation of sick leave usage. Without an acceptable explanation, the employee will be orally advised that use of sick leave in unusual patterns or circumstances, may result in a written requirement to furnish acceptable documentation due to illness or incapacitation for duty, regardless of duration.

B. If reasonable grounds exist for questioning an employee's use of sick leave, the employee may be notified in writing that for a stated period not to exceed six (6) months, that no request for sick leave, or other leave in lieu of sick leave, will be approved unless supported by a medical certificate. Any such written notice will describe the pattern or circumstances which led to its issuance.

Section 7. If an employee suffers from a chronic condition which does not necessarily require medical treatment, although absence from work may be necessary, and the employee has previously furnished medical certification of the chronic condition that indicates an anticipated date for the employee to return to work, a medical certificate will not be required on a continuing basis.. The **Employer** may periodically require further medical certification to substantiate an employee's continued use of this provision.

Section 8. Advanced Sick Leave. An employee may request up to two hundred forty (240) hours/30 days advanced sick leave. Advanced sick leave approval will be at the appropriate level. An employee who is under a sick leave abuse requirement, may or may not be granted advance sick leave. Advance sick leave will not be granted to employees contemplating resignation or retirement which would preclude repayment of the advance. For other employees, advanced sick leave will be given when all of the following conditions are met:

- A. The employee is eligible to earn sick leave;
- B. There is no reason to believe the employee will not return to work after having used the leave;
- C. The employee has provided administratively acceptable medical documentation on the need for advanced sick leave;
- D. There is reason to believe that the employee will accrue enough sick leave to pay the advance back; and
- E. There is reasonable evidence, substantiated by a doctor's certificate, that the employee will be capable of returning to work and fulfilling the full scope of his/her duties.

Section 9. The **Employer** will treat as confidential any medical information given by an employee in support of a request for sick leave. The **Employer** may disclose such information subject to its Privacy Act obligations for work related reasons on a need to know basis only.

ARTICLE 33 - ADMINISTRATIVE DISMISSAL

Section 1. Administrative dismissal is approved absence from duty without loss of pay and without charge to leave.

Section 2. When the appropriate commander determines that activities must be curtailed during working hours due to inclement weather, acts of God, military necessity, or other events beyond the Employer's control, administrative dismissal is authorized in accordance with applicable regulations.

ARTICLE 34 - FIREFIGHTERS

Section 1. Issued Equipment

Employer issued equipment will include safety shoes, and replacement when no longer serviceable as determined by the Employer.

Section 2. Overtime

A. Personnel assigned to the fire department will be given first opportunity to work overtime before going to another source, providing safety directives are not violated.

B. Any employee not on duty on the day overtime is needed and does not wish to be called for voluntary overtime may submit that desire to the supervisor in writing. This will allow the supervisor to by-pass the employee. This does not exempt any employee from mandatory overtime.

Section 3. Personal Vehicle Usage

An employee, who is required by the Employer to use a personal vehicle for work, shall be reimbursed at the established rate per mile. The employee must use established procedures for reimbursement.

Section 4. Training

A. The Employer will provide all required training, material, and equipment to include, access to computer-based training, applicable manuals, authorization for on-duty training, and technical training as mission requirements permit.

B. The Employer should make arrangement for courses to be held at the installation, if necessary to enable fire department personnel to obtain needed DOD Certifications for the positions they now hold. Firefighters not requiring this training may be given space-available consideration.

C. Firefighters will be provided required classes to maintain proficiency in their assigned duties.

UNION RIGHTS AND PRIVILEGES

ARTICLE 35 - 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 10-calendar days after issuance of the final decision) shall be submitted to arbitration. The issue(s) to be decided will be the same as those described in the grievance procedure by the grievant. Arbitration may be invoked only by the Union or the Employer in accordance with applicable law and this Agreement, but only after the prescribed grievance procedures have been exhausted.

Section 2. Within 10 workdays after notification of the other party by the aggrieved party that arbitration is requested, the **Union** and the **Employer** shall meet to select an arbitrator. If agreement cannot be reached, the **Parties** will request, in writing, that the Federal Mediation and Conciliation Service (FMCS) provide a list of seven impartial persons qualified to act as arbitrators. Within 10-working days of receipt of the list, the **Union** and the **Employer** shall meet and attempt to agree upon an arbitrator selected from the list submitted. If the **Parties** cannot agree, each party shall strike one name in turn from the list. The name remaining after each party has struck three names shall be the nominee. (The flip of a coin will determine who strikes the first name from the list.) If for any reason either party refuses to participate in the selection of an arbitrator, the FMCS shall be empowered to make a direct designation of an arbitrator to hear the case.

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.

Section 4. The arbitrator's fee and the expense of the arbitration, if any, shall be borne equally by the **Employer** and the **Union**, except as provided in Section 9. The arbitration hearing will be held on the **Employer's** premises during the regular day shift hours of the basic workweek. The aggrieved employee(s), the employee serving as AFGE Local 1872 representative, and the witnesses who are knowledgeable of the circumstances and factors bearing on the case (as determined by the arbitrator) shall be in a duty status. If requested by the **Union's** representative, shift assignment arrangements may be made in order to allow for use of official time.

Section 5. The arbitrator will be requested to render his/her decision as quickly as possible, but in any event, no later than 30 days after the conclusion of the hearing unless the **Parties** mutually agree to extend the time limit.

Section 6. Either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by that authority. If no exception is filed during the 30-day period beginning on the date of such award, the arbitrator's award shall be binding on the **Parties**.

Section 7. The cost of transcription services, where such is mutually agreed upon by the **PARTIES** or where requested by the arbitrator, shall be shared equally by the **PARTIES**. Absent mutual agreement, either PARTY may unilaterally request a transcript be prepared but must bear all costs incurred in its preparation.

Section 8. In disputes of arbitrability referred to arbitration as a threshold issue, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing. However, the **Parties** may mutually agree to separate hearings in instances such as highly complex cases.

Section 9. The arbitrator has full authority to award reasonable attorney fees in accordance with the standards of the Civil Service Reform Act, Section 702.

ARTICLE 36 - DUES WITHHOLDING

Section 1. Union dues (the regular, periodic amounts required to maintain an employee in good standing in the **Union**) shall be deducted from the employee's pay each payroll period when the following conditions have been met:

A. The employee's earnings are regularly sufficient to cover the amount of the dues withholding.

B. The employee has voluntarily authorized such a deduction on Standard Form (SF) 1187, supplied by the **Union**. The date of signature establishes the employee's anniversary date.

C. The appropriate local **Union** authorized official has completed and signed Section A of such form on behalf of the **Union**.

D. The SF 1187 has been submitted to the Civilian Personnel Flight (CPF) in accordance with procedures currently in place. The CPF will forward the form to the civilian pay office upon receipt in a timely manner.

Section 2. The **Union** shall supply the SF 1187 to the employees. The **Union** shall be responsible for the distribution of such forms to its members and for completion of Section A thereon, including the certification of the current amount of the **Union's** regular dues to be deducted each biweekly pay period.

Section 3. Deduction of dues shall begin with the first pay period which occurs after receipt of a properly completed SF 1187 by the civilian payroll office.

Section 4. The amount of the **Union** dues to be deducted each biweekly pay period on behalf of the **Union** shall remain as originally certified to on such forms by the authorized local **Union** official until a change in the amount of such deductions is certified by the authorized official of the **Union** and such certification of change is duly transmitted to the Civilian Payroll Office. Changes in the amount of **Union** dues deductions will not be processed more often than once

each 12 months. Changes in amounts of deductions will be accomplished by the certification of the appropriate official of the **Union** to the Civilian Payroll Office. A copy will be furnished to the Civilian Personnel Flight.

Section 5. Any change in the amount of an employee's regular dues which affects the amount of the withholding of such employee's biweekly pay shall become effective with the deduction made on the first pay period after receipt of the change by the appropriate official of the civilian payroll office, or a later date if requested by the Union.

Section 6. An employee's voluntary deduction for payment of his **Union** 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 Union

B Assignment of the employee outside of the **Union's** recognized bargaining area. If such assignment is temporary a new SF 1187 will not be required to resume dues withholding at the end of the assignment.

C. Separation of the employee for any reason including death or retirement.

D. Receipt by the **Employer** of notice that the employee has been expelled or has ceased to be a member in good standing of the **Union**.

Section 7.

A. An allotment may not be revoked for at least one year after the first deduction.

B. A revocation shall be effective as of the first full pay period after the anniversary of the first deduction. To revoke an allotment the employee shall submit a SF 1188, Revocation of Voluntary Authorization of Compensation for Payment of Employee Organization Due, or equivalent to the Civilian Payroll Office 30-calendar days before the anniversary date. The **Employer** agrees to provide this form.

C. If the employee does not submit the SF 1188 during that thirty (30) day period, his/her withholding allotment may not be revoked. A revocation will not be effective until the next anniversary date.

D. When the employee cannot or does not desire to use the form, other written notification (signed by the employee) will be accepted.

Section 8. DFAS shall transmit to the **Union**, after each pay day, a list which shall identify the **Union** by name and local number, and shall list the name of each employee member of the **Union** on voluntary deductions, and the amount of deductions made for each such employee member along with the remittance. Such list shall include the total monetary amount of all such

deductions made for the members of the **Union** together with the total number of such deductions. Such list shall also include any deductions which are terminating with the pay period covered and the reason for such termination in accordance with current DFAS procedures.

Section 9. The **Union** will not be held responsible for any **Employer** made errors with respect to the dues withholding program.

Section 10. When the renegotiation of this Agreement is pending or in process and the **Parties** are unable to complete such renegotiations by the termination date of the Agreement as the result of pending third-party proceedings involving a negotiability dispute, a negotiation impasse, or a question of representation involving employees in the unit, payroll withholding of the dues of members of the **Union** shall be continued until resolution of the dispute or issue.

ARTICLE 37 - GRIEVANCE PROCEDURES

Section 1. The **PARTIES** agree that this Article establishes the exclusive procedure available to unit employees and the **PARTIES** for the processing and settlement of grievances which fall within its scope. The **PARTIES** recognize and endorse the importance of bring to light and resolving grievances in a prompt manner. Normally the expeditious settlement of grievances at the lowest possible level is in the best interest of the **PARTIES**.

Section 2. A grievance means any complaint

A. by any employee in the bargaining unit concerning any matter relating to the employment of the employee; or

B. by the **Union** concerning any matter relating to the employment of any employee; or

C. by an employee, the **Union**, or the **Employer** concerning

(1) the effect or interpretation or claim of breach (except knowingly or complete disregard) of this Agreement; or

(2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

D. The following matters are excluded for this grievance procedure:

(1) any claimed violation of Subchapter III of Chapter 73 of Title 5, U.S.C. (relating to prohibited political activities);

(2) retirement, life insurance, or health insurance;

(3) a suspension or removal under **Section** 7532 of Chapter 71 of Title 5 of the U.S. Code (related to national security);

(4) any examination, certification, or appointments;

(5) the classification of any position which does not result in the reduction in grade or pay of an employee;

(6) non-selection from among a group of properly ranked and certified candidates, except that grievance may be initiated concerning a dispute over the procedures or alleged discrimination;

(7) an action terminating a temporary promotion and returning the employee to the position from which he or she was promoted or to an equivalent position;

(8) nonadoption of a suggestion or disapproval of any type of performance award or honorary award or rating;

(9) a notice of proposed action;

(10) any matter for which other Air Force appeal or complaint systems are prescribed;

(11) separation actions of probationary, or trial period, employees processed under governing directives; and/or

(12) matters involving the content of published agency policies and regulations which are issued by a higher headquarters level.

Section 3. This negotiated procedure shall be the exclusive procedure available to the **Parties** of the Agreement and the employees in the bargaining unit for resolving such grievances except as provided in **Section 4** of this article. Any employee or group of employees in the unit may present such grievances to the **Employer** and have them adjusted in accordance with this article without the intervention of the **Union** as long as the adjustment is not inconsistent with the terms of the Agreement and the **Union** has been given an opportunity to be present at the time of the adjustment.

Section 4. An aggrieved employee affected by discrimination, removal or reduction in grade based on unacceptable performance (**Section 4303**) or adverse action (resulting in 15 or more days suspension, reduction in grade, or removal; **Section 7512**) may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both.

Section 5. In the event either party should declare a grievance non-grievable, the original grievance shall be considered amended to include this issue. The **Employer** agrees to raise any questions of grievability prior to the time limit for the written answer in **Section 6B, Step 2** of this procedure. All disputes of grievability or arbitrability shall be included as a threshold issue if the grievance is referred to arbitration.

Section 6. Most grievances arise from misunderstandings 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 efforts will be made by both **Parties** to settle grievances at the lowest possible level. The **Parties** agree that in the case of identical grievances involving a group of employees arising from the same condition or action, and disciplinary action is not involved, the **Employer** may require that one employee's grievance be selected for processing and that all decisions for that one grievance will be applicable to the other grievance. Names of all employees involved in this procedure will be made a part of the record of the case selected for processing and when a decision is made on the grievance, each employee will be individually notified. 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. An aggrieved employee and his/her representative, if otherwise in a duty status, shall be granted a reasonable amount of time off without charge to leave, to prepare and present the grievance. Prior arrangements for the use of this time must be made with the supervisor.

A. Informal Grievance Stage – Step 1

(1) Any grievance must first be presented, orally or in writing, to the immediate supervisor within 15 workdays of the date of the act or occurrence or date the employee becomes aware of it. If the immediate supervisor is involved in the grievance, the employee may present the grievance to the next higher supervisor. A grievance concerning an action which was effected through a notice of proposed action (which may be oral or written) will be presented directly under the formal procedure. The employee is entitled to be represented by the **Union** if the employee so desires.

(2) The supervisor to whom a grievance has been presented for informal adjustment must attempt to resolve it as expeditiously as possible. The supervisor will discuss the matter with the employee and will inform the employee orally or in writing of his/her decision within five-working days from date of receipt of the grievance. If the grievance and the decision are communicated orally, the supervisor will prepare a memorandum for the record explaining the issues and the action taken on the matter, obtain the employee's initials thereon, if possible, and provide the employee a copy.

B. Formal Grievance Stage – Step 2

(1) If the matter is not satisfactorily settled following the initial discussion, the employee or his/her designated representatives may (within 5 working days) submit the matter in writing to the Civilian Personnel Flight. It must be signed by the employee or his/her representative, contain detailed information on the reason for the grievance, explain the efforts made to resolve it in the informal stage, and specify the relief sought. If the employee has a representative, he/she must designate him/her in writing giving his/her name, mailing address, and telephone number. It must have copies attached of any available documents relied on in presenting the grievance or related to the efforts at resolution in the informal stage. Within three working days of receipt of the written grievance, the Civilian Personnel Flight will refer it for consideration to an official with authority to adjust it and notify the employee and/or his/her representative to whom it was referred. The official must be at a higher administrative level than the supervisor who acted on the informal grievance.

(2) The **Employer's** representative will meet with the employee and the **Union** representative within five working days after receipt of grievance. The **Employer's** representative shall give the employee and the **Union** representative his/her written answer within three working days after the meeting. The time limits herein may be extended by mutual consent of both **Parties**.

C. Formal Grievance Stage – Step 3

If the grievance is not settled at Step 2, the employee and the **Union's** representative may, within five-working days, forward the grievance to the 20 MSG Commander through the Civilian Personnel Flight for further consideration. The 20 MSG/CC will review the grievance and may meet with the employee and the **Union's** representative, and give the employee and the **Union's** representative his written answer within 10-working days after receipt of the grievance, or after the meeting, when applicable.

Section 7. If the grievance is not satisfactorily settled at Step 3, either party will notify the other within 5-calendar days of their intent to invoke arbitration. The other party has 15-calendar days from receipt of notification to respond to the filing party. If no response is received or the response does not satisfactorily resolve the issue, the party who filed the notice of intent may invoke arbitration. If the decision is to invoke arbitration, the filing party must accomplish this within 10-calendar days from the expiration of the response period or receipt of the response, whichever occurs first.

Section 8. Failure on the part of the **Employer** to meet any time requirements or to request an extension of the time frames will allow the grievance to proceed to the next step in the grievance procedure. Failure on the part of the grievant or **Union** to meet any time requirements or to request an extension of the time frames will cancel the grievance.

ARTICLE 38 - OFFICIAL TIME

Section 1. **Union** and **Employer** agree that there are mutual benefits resulting from the use of official time to represent employees and work with supervisors and managers to resolve issues and concerns. Such time will be adequate to represent bargaining unit employees and administer the Agreement with the **Employer**.

Section 2. Official time is defined as time used by a bargaining unit employee to perform representational functions relating to the bargaining unit, on behalf of a bargaining unit employee or the **Union**, when the representative would otherwise be in a duty status. Such time granted is without charge to leave or loss of pay. Official time is available to the bargaining unit member(s) whose names have been provided by the **Union** to the **Employer** as being a representative of the **Union**.

Section 3. Official time can be used to perform representational functions related to the bargaining unit and within the scope of 5 USC Chapter 7. Official time includes travel time

when carrying out representational duties. Official time cannot be used for any activity relating to internal business of a labor organization (including solicitation of membership, collection of dues, and election of labor organization officials).

Section 4. The following procedures shall apply to **Union** representatives performing representational duties during duty hours that are authorized under the terms and conditions of this Agreement:

A. Prior to release, the **Union** representative must request and obtain permission from their immediate supervisor to perform representational function. This request will be in writing on a form provided by the **Union** (Atch). The request will be made as much in advance as practicable and extended absences should be requested when the reason for them becomes known. The **Union** representative will indicate the type of representational activity to be conducted and the estimated duration of absence and any known time limits, this information will be recorded by the supervisor and a copy provided to the representative. The **Union** representative will be released as requested unless release at that time would impact operations. If release cannot be granted as requested, the supervisor will advise the **Union** representative as soon as possible when release would be appropriate, normally not later than the next working day. If a delay in releasing an employee or **Union** representative involves a situation within one day of a contractual time limit, the time limit to respond will be extended an amount of time equal to the delay in release. Management's postponement of official time use will not cause the **Union** to fail to meet a deadline imposed by a third party provided the request for official time was timely made.

B. If an employee needs to meet with a **Union** representative, which would constitute an interruption of work, advance approval of the employee's supervisor will be obtained. The employee's supervisor will be informed of the need to speak to the representative and the estimated length of time required. The employee will be released as requested unless release at that time would impact operations. If release of the employee cannot be granted as requested, the supervisor will advise the employee as soon as possible when release would be appropriate, normally not later than the next working day.

C. The **Union** representative and the employee will inform their respective supervisors when they return to work. If the **Union** representative and/or the employee will be delayed beyond the estimated time, they will contact their respective supervisors to request additional time.

Section 5. Use of official time will not advantage or disadvantage a **Union** representative on his/her performance rating. If no work was performed due to use of official time under Section 5 for an entire rating period, the representative's performance will be considered acceptable for reduction-in-force purposes.

ARTICLE 39 - UNION RIGHTS

Section 1. Representation Rights

Pursuant to Section 7111 of Title 5 United States Code, the **Union** has been accorded exclusive recognition as the exclusive representative of the employees in the bargaining units it represents and is entitled to act for, and negotiate collective bargaining agreements covering, all employees in the bargaining units. No other labor organization will be treated and dealt with as the exclusive representative. The **Union** is responsible for representing the interests of all employees in the bargaining units it represents without discrimination and without regard to labor organization membership. If another **Union** petitions for recognition for a unit which is to include all or part of the unit represented by Local 1872, the opportunity will be given to Local 1872 to participate in any discussion between Shaw Air Force Base and the other **Union** about the propriety of the unit definition consistent with Federal Labor Relations Authority (FLRA) procedures.

Section 2. Formal Meetings

Pursuant to Section 7114 (a)(2)(A), Title 5 U.S.Code, 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.

Section 3. Representation During Interviews

When the person being interviewed is accompanied by a **Union** representative, in both criminal and non-criminal cases, the role of the representative includes:

- (1) clarifying the questions
- (2) clarifying the answers
- (3) assisting the employee in providing favorable or extenuating facts
- (4) suggesting other employees who have knowledge of relevant facts; and
- (5) advising the employee

However, the representative may not disrupt the interview or answer for the employee.

Section 4. Right to Data

The **Union** has the right to be furnished upon request and, to the extent not prohibited by law, data which is normally maintained by the agency in the regular course of business; which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to

collective bargaining. **Union** request(s) for data must provide information as to what is being requested and the particularized need on how the data is necessary and relevant.

If the **Employer** denies a **Union** request for data, the **Employer** shall give the **Union** specific reasons for the denial. If the **Union** feels the **Employer's** denial is in violation of its right to data, the **Union** may file a grievance beginning at step 3 of this Agreement's formal grievance procedure, or initiate an Unfair Labor Practice complaint under Title 5, USC 7116.

Section 5. Union Organization

A. The **Union** retains the right to: determine its organizational structure, designate its representatives and determine their representational assignments and duties; and retain, suspend, or relieve **Union** representational duties.

B. The **Union** agrees to furnish the **Employer**, in writing and maintain on a current basis, a complete listing of the name, phone number and title of each **Union** representative and primary point(s) of contact. Communications will be made through the **Union** president or designated representative.

Section 6. Union Orientation.

Each new employee hired to a position in the unit shall be advised at the time of hiring that the **Union** has exclusive recognition on Shaw Air Force Base, and of his/her right to join or to refrain from joining the **Union** if he/she so desires. The employee will also be offered a copy of the negotiated Agreement and a list of the Union's elected officers and appointed stewards within two weeks of assignment.

Section 7. Investigate Complaints & Conduct Interviews

The **Union** has the right to investigate complaints and conduct interviews within the scope of applicable laws, rules, regulations and this agreement.

Section 8. Access to Management

The **Union** shall have timely access to the appropriate management officials to present its views to the **Employer** on matters of concern, either orally or in writing, in order to resolve problems at the lowest possible level.

Section 9. Access to Bargaining Unit Employees. Provided advance notice is given to the CPF who will in turn notify the immediate supervisor:

A. The **Union** will have access to bargaining unit employees in order to conduct representational functions;

B. Duly appointed and elected representatives and employees of the **Union** at the local, district, and national level will be allowed entrance onto Shaw Air Force Base for the purpose of conducting appropriate labor-management business. A mutually agreeable time will be established if a labor-management meeting is requested by either **PARTY**.

Section 10. Informational Picketing

The **Union** will have the right to conduct informational picketing, at the gate outside the fence perimeter, provided necessary permits are obtained. Participating employees will be on annual leave or leave without pay, subject to the operational need of the **Employer**; or on off-duty time. Leaflets and other material may be handed out and media coverage will be allowed during this time as long as it does not restrict operations of units.

Section 11. Union Representation on Councils, Committees, and Panels

When work groups are to be created to examine ways to improve agency services and performance and include bargaining unit members, cooperation between the **Union** and the agency is the preferred mode of operating. Where issues of rights and obligations are involved, the following provisions apply:

A. Establishment. When establishing work groups, which include bargaining unit member(s) and will include discussion of negotiable matters, the **Union** will be invited to attend. When such work groups are to discuss only matters that are technical in nature and concern job-related functions that are part of nonnegotiable management rights under the Statute, such invitation is not required. However, in the implementation of such work groups, the **Parties** will fulfill their collective bargaining obligations to one another.

B. Selection. Where an individual serves on a work group in the capacity of a **Union** representative, the individual is engaged in protected activity. In addition, the **Union** may establish criteria for such designation that includes **Union** membership.

ARTICLE 40 – USE OF OFFICIAL FACILITIES

Section 1. Local Union Office Space

A. Management recognizes the importance and value of the Union's mission and purpose. Accordingly, Management agrees to furnish office space to the union appropriate for carrying out its representational and partnership duties in locations easily accessible to employees and private citizens and of size, furnishings, and decor commensurate with other administrative offices within the facility using available resources.

B. Each office will be equipped with adequate telephone lines for DSN, fax, and computer capabilities.

C. Upon advance request, the Employer will provide District and/or National Representatives

with office space or suitable arrangements to carry out their representational responsibilities under this Agreement.

D. If the Employer clearly shows that the present office space is definitely needed for mission accomplishment, the Employer agrees to furnish other facilities comparable to that presently furnished.

Section 2. Meeting Space

The Employer will on as-needed basis, provide conference rooms as available for discussions between employees and Union officials. The Union agrees to exercise reasonable care in use of such space.

Section 3. Telephone

The Employer will make internal telephones and DSN available to the Union for handling representational duties and conducting labor-management relations. The Union will use DSN in a reasonable, prudent, and cost-conscious manner. In no instance will DSN be used for internal Union business. The phone number of the Union office will be listed in the installation telephone directory. The Union will provide this information to the Employer.

Section 4. Equipment and Communication Services

A. Upon request, the Employer will provide equipment as listed below that may be in excess of the Employer's needs. The Union will sign for all loaned equipment and comply with network security procedures and be subject to established monitoring of use:

1. Fax machine,
2. Personal computer with standard software, programs, and capabilities compatible with the Employer's technology,
3. Laser printer,
4. Connection to the existing intranet system.

B. The Employer agrees to furnish the Union, where available, access to photocopiers for representational duties.

Section 5. Bulletin Boards

Space on official bulletin boards shall be made available to the **Union** for the posting of **Union** notices and similar informational materials. The **Union** will provide sufficient copies of these **Union** materials for posting on official bulletin boards to the CPF. The CPF designee will review and approve all items to be posted on the bulletin boards except lists of **Union** representatives, routine meeting and social event notices, and AFGE bulletins. The CPF will then provide this **Union** information to the organizations for posting. The **Employer** agrees to provide a designated and reserved space for the use of the **Union** on official bulletin boards where unit employees are assigned. All material posted on official bulletin boards must not

violate any law, provision of this agreement, security, regulations of higher authority, or contain obscene or libelous material.

Section 6. Copies of Agreement

A. The Employer will furnish one copy of the Agreement to each employee on duty as of the date of this Agreement and to all unit employees entering on duty after that date, booklet copies of this Agreement, printed in type that can be read easily.

B. The cost of printing the Agreement shall be borne by the Employer

C. The Employer will require an additional 200 copies of the Agreement for future distribution and the Union will require 50 additional copies.

D. The Employer will provide, at no cost to the Union, copies of any supplemental agreement(s) sufficient to distribute to each employee in the unit covered by the supplements.

E. The Agreement will be made available on disc, compatible with the Employer's computer system.

Section 7. The **Union** agrees to abide by all security and safety regulations, and the base energy conservation program.

ARTICLE 41 - WAGE SURVEYS

Section 1. It is agreed and understood that provisions and regulations issued to implement the FWS surveys shall be adhered to by the **PARTIES** to this Agreement insofar as it is within their control.

Section 2. It is agreed that the **Employer** will notify the **Union** as soon as possible as to the date FWS surveys will be conducted, when the **Employer** has been notified by the Office of Primary Responsibility (OPR).

ARTICLE 42 - MATTERS APPROPRIATE FOR CONSULTATION/NEGOTIATION

Section 1. It is agreed that the **Employer** and the **Union**, through appropriate representatives, shall meet at reasonable times and confer and/or negotiate in good faith with respect to personnel policies and practices, and matters affecting conditions of employment as appropriate under applicable laws, rules, regulations, or otherwise, to the extent permitted by law or under criteria established by the FLRA.

Section 2. It is agreed that the **Employer** will afford the **Union** the opportunity to confer, and/or negotiate arrangements and procedures for employees adversely affected by the impact of realignment of work forces or technological changes, and matters within the scope of negotiations which are not specifically covered by this Agreement.

Section 3. Either party having a requirement to consult/confer or negotiate with the other shall give advance notice to the other party. Such notice shall include a statement of the subject matter to be discussed and the problem if any, which generated the cause for discussion and specific proposals to be negotiated. When contact is required by the **Union** president with management officials, the point of contact is the Labor-Management Relations Representative of the Civilian Personnel Flight. When contact is required by the **Employer** with the **Union**, the point of contact is the **Union** president or designated representative.

Section 4. Disputes between the **Employer** and the **Union** over the application or interpretation of the Agreement shall be resolved in accordance with the procedures provided for in the negotiated grievance procedures.

Section 5. If the **Employer** proposes a change in personnel policies, practices, or matters affecting working conditions not covered in the Agreement, the **Union** shall be informed orally or in writing of the nature and purpose of the proposed change, and will be provided the opportunity to present its position to the **Employer** either orally or in writing. The **Employer** will consider the **Union's** position in formulating and developing such changes. If the **Union** wishes to negotiate on the proposed change, they will submit a written request to the **Employer** within five working days of the date of receipt of notification to negotiate on the substance, where appropriate, impact and implementation of the change. No change will occur until a conclusion of good faith bargaining by the **Parties**, except in those cases where the **Employer** determines an overriding exigency dictates earlier implementation in accordance with appropriate authorities. Failure of the **Union** to initiate proposals within the prescribed time limits may result in the **Employer** implementing the change. If good faith bargaining by the **Parties** cannot be concluded within 30 calendar days, the **Employer** may implement the change pending any third party review.

ARTICLE 43 - UNFAIR LABOR PRACTICES (ULP)

An unfair labor practice is a violation of the Federal Service Labor Management Relations Statute (FSLMRS) as provided in 5 U.S.C., Section 7116.

Section 1. When either Party finds a need to file a ULP charge, the **Parties** agree that prior to filing a formal unfair labor charge with the General Counsel of the Federal Labor Relations Authority (FLRA), the charging Party will provide written notice to the other party outlining the dispute to expedite a full understanding.

A. The **Parties** will then discuss the issue and make a good faith attempt to resolve the alleged violation, including corrective action. This meeting will occur within 5 working days of the written notice.

B. If resolution is reached, it shall be reduced to writing, and signed and implemented by the **Parties**.

C. If resolution is not reached within 5 working days of good faith bargaining, each **Party** is free to pursue its position in accordance with the rules of the FLRA or proceed to Section 2.

Section 2. The **Parties** may discuss potential charges of ULPs at a meeting of the labor-management partnership prior to filing them with the FLRA. Alleged violations of the FSLMRS that could result in the formal filing of a ULP charge by either **Party** shall be subject to frank and open discussion at such partnership meetings.

Section 3. If a ULP charge is filed, the charging **Party** shall provide the other **Party** with a copy in accordance with the Rules of the FLRA. **Parties** may agree to establish other ways to resolve ULP charges that have been filed, and to utilize mediation or other Alternative Dispute Resolution processes as mutually agreed to by the **Parties**.

Section 4. In the event of a conflict between this Article and the statutory time limit to a ULP charge, a party/person is governed by the statutory time limit.

ARTICLE 44 - DURATION AND CHANGES

Section 1. The effective date of this Agreement shall be the date of approval of the Agreement by the Defense Civilian Personnel Management Service, Field Advisory Services Division, in accordance with the provision of Chapter 71 of Title 5 of the U.S. Code. This agreement will remain in force and effect for three years from the date of execution. However, either party may give written notice to the other, not more than 105 days nor less than 60 days prior to the 18-month anniversary date of the execution date, of its intention to open this Agreement for modification thereof or supplementation thereto.

Section 2. The proposed changes will be exchanged at an agreed upon time within 30 days after receipt of the notice. Negotiations on the proposed changes will begin within 30-calendar days after receipt of the proposals. Reasonable requests by either party for an additional extension of time for good and sufficient causes will be granted.

Section 3. At the time of any such negotiation, modification to or supplementation of this Agreement, the provisions hereto will be brought into conformance with existing published DoD policies and regulations or other applicable laws. Should negotiations be in progress on the expiration date, the Agreement shall be extended for a period of 60 days.

Section 4. It is understood that the Agreement and any modifications thereof or supplements thereto will terminate at any time it is determined that the **Union** is no longer entitled to exclusive recognition under Chapter 71 of Title 5 of the U.S. Code. Termination of the Agreement does not in and of itself terminate the **Union's** recognition. Modifications of or supplements to this Agreement require the same approval as the basic Agreement and these supplements will terminate at the same time as the basic Agreement.

Section 5. Where the renegotiation of this Agreement is pending or in progress and the **Parties** are unable to complete such renegotiations by the termination date of the Agreement as a result of pending third-party proceedings involving a negotiability dispute, a negotiation impasse, or a question of representation involving employees in the unit, payroll withholding of dues of members of the **Union** shall be continued until resolution of the dispute or issue.

Section 6. This Agreement will be automatically renewed for a period of three years if neither party notifies the other of intentions to negotiate supplements or a new Agreement during the 105- to 60-day period prior to expiration.

Signed this 29th day of April 2003, at Shaw Air Force Base, South Carolina

FOR SHAW AIR FORCE BASE

FOR AFGE, LOCAL 1872

//signed//

//signed//

, Colonel, USAF Commander

President

APPROVED BY THE DEPARTMENT OF DEFENSE ON 06 May 03 , TO BE
EFFECTIVE 06 May 03 .

APPENDIX 1

GLOSSARY OF TERMS AND ACRONYMS

ADR: Alternate Dispute Resolution

AFGE: American Federation of Government Employees. An AFL/CIO affiliated National Union of which Local 1872 represents employees in the base-wide bargaining units.

ALOC: Acceptable Level of Competence

AWS: Alternate Work Schedules. Work schedules that deviate from a standard 8-hour a day, five days a week fixed schedule.

BUS: Bargaining Unit Status. Those employees eligible for representation by the Union.

CFR: Code of Federal Regulation

CPF: Civilian Personnel Flight

CSRA: Civil Service Reform Act 5, USC passed in 1978

DOD: Department of Defense

EAP: Employee Assistance Program. A program that, through the use of counselors, provides confidential counseling to employees on personal problems.

EEOC: Equal Employment Opportunity Commission. A Federal Commission established by Congress to provide oversight and direction for Equal Employment Opportunity. Discrimination may be based on one or more of the following factors: race, color, religion, sex, national origin, age, sexual orientation or handicapping condition.

FLRA: Federal Labor Relations Authority. An organization established by the Civil Service Reform Act to oversee and direct Federal labor-relations activities.

FLSA: Fair Labor Standards Act. A Public Law regulating the pay of certain Federal employees.

FMLA: Family and Medical Leave Act. A public Law requiring an Employer to grant Leave Without Pay in certain circumstances.

FSIP: Federal Services Impasse Panel. An organization with the power to resolve disputes over contract negotiations and language through a binding decree.

LWOP: Leave Without Pay. An approved leave status for which the employee does not receive pay.

MSPB: Merit System Protection Board. An organization created by the Civil Service Reform Act to hear and adjudicate employee appeals of certain adverse actions.

NGP: Negotiated Grievance Procedure.

OMB: Office of Management and Budget.

OPM: Office of Personnel Management. The organization that provides guidance and regulations concerning federal personnel actions.

OWCP: Office of Workers Compensation Program.

PER: Performance Evaluation Report. The employee's annual appraisal.

Probationary Employee: An employee in his/her first 12 months of permanent full-time Federal employment. A probationary employee may be "summarily dismissed" according to the U. S. Supreme Court.

RIF: Reduction-in-Force. A procedure under which an employee may be reassigned, demoted, or terminated because of changes within the Agency, workload decrease, reorganization, skills imbalance, decrease in funding, etc.

SCD: Service Computation Date. The service computation date used for the purpose of determining leave accrual. This is the date found on the employee's pay statement.

TDY: Temporary Duty. The status of an employee when in official duty status at other than the employee's regular duty location.

Union Member: A member of a unit who elects to join the Union.

Union Representative: AFGE officers and stewards, etc.

APPENDIX 2

OFFICIAL TIME REPORT

1. Union Representatives and their supervisors should become familiar with Article 3, Union Rights (Representation), and Article 5, Use of Official Time, in our local Memorandum of Agreement (MOA).

2. In accordance with Article 5, of our MOA, the following information will be completed by all union officials and stewards and given to their supervisors when asking for official time.

a. Name of employee or supervisor to be contacted, if known, or location of meeting:

b. Nature of contact:

- _____ Negotiations
- _____ Labor-Management Relationship. (Committee) (Consultation)
(Formal/Weingarten Meeting)
- _____ Negotiated Grievance Procedures
- _____ OTHER (Explain) _____

c. Expected duration of meeting _____ (hours). Actual duration of meeting _____ (hours).

d. Location of meeting _____

e. Date of meeting _____

Union Representative

Supervisor Approval

Supervisors: Fold here and forward to 20 MSS/DPC, ATTN: Labor Relations, after posting the DCPS T&A Sheet.

NOTE: When official time is taken during the pay period after the DCPS T&A has been submitted for input, a correction must be made to report the official time during the pay period taken.