

**2001 Negotiated Agreement between Travis AFB and AFGE, Local 1764**

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**PREAMBLE**

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Section 1. In accordance with Title VII, Public Law 95-454, the following articles constitute an agreement by and between Travis AFB, California, hereinafter referred as the “Employer”, and American Federation of Government Employees (AFL-CIO), hereinafter referred to as the “Union”, and collectively known as the “Parties.”

Section 2. The Employer and the Union recognize that the public interest requires high standards of employee performance and the continued development and implementation of modern and progressive work practices to ensure efficient accomplishment of the operations of the Government. Therefore, effective collective bargaining is in the public interest. Consistent with this policy, through the Union, employees are guaranteed the right to participate in the formulation and implementation of personnel policies and practices related to their conditions of employment through collective bargaining.

Section 3. The parties mutually recognize that the Congress of the United States has expressed public policy that labor organizations and collective bargaining in civil service are in the public interest (5 USC 71). The agreement represents the sum total of the terms and conditions which the parties agree to abide for its duration.

**ARTICLE 1**  
**RECOGNITION AND UNIT DETERMINATION**

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Section 1. The Employer hereby recognizes that the Union is the exclusive representative of all the employees in the three units as defined in Section 2, below. The Union recognizes its responsibility to represent the interests of all such employees without discrimination and without respect to union membership, with respect to grievances, personnel policies, practices and procedures, or other matters affecting general conditions of employment.

Section 2. This is a multi-unit agreement applicable to (1) all wage (blue collar) employees serviced by the Civilian Personnel Office, Travis Air Force Base, excepting managerial executives, supervisors, and temporary employees, (2) all General Schedule employees employed at Travis Air Force Base, California, and serviced by the Civilian Personnel Office, excluding professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, management officials, guards, supervisors as defined in Public Law 95-454 (5 USC 71), and employees covered in other exclusive units, and (3) all non-supervisory employees of the Fire Protection Branch (firefighters), 60 Civil Engineering Sq.

**ARTICLE 2**  
**RIGHTS OF THE EMPLOYER**

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Section 1. In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in OPM's Operating Manuals and the Code of Federal Regulations; by published Air Force of DoD rules and regulations in existence at the time this Agreement was approved; and by subsequently published policies provided they do not conflict with the express terms of this agreement, unless such changes are required by law or the Code of Federal Regulations. The Agency agrees that it will not assert the existence of Agency regulations as a defense to bargaining on an otherwise appropriate union demand to bargain. It is agreed and understood that the forgoing language is instructional in nature and is not intended to grant rights to the Agency not set forth under existing law.

Section 2. It is agreed and understood that management retains the right:

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

b. in accordance with applicable laws--

--to hire, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

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

--with respect to filling positions, to make selections from among properly ranked and certified candidates for promotion, or any other appropriate source; and

--to take whatever actions may be necessary to carry out the Agency mission during emergencies.

Section 3. The Parties agree that nothing in this agreement shall be interpreted to apply to matters outside the bargaining unit, as defined in Article 1, Recognition and Unit Determination, or to limit or restrict the Employer's right to make decisions regarding or manage nonbargaining unit personnel or positions.

Section 4. Any agreements outside this contract are subject to the terms of this article.

### ARTICLE 3 UNION RIGHTS

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Section 1. It is agreed and understood that the union maintains all its statutory rights under 5 USC 71 in this article and all articles in this contract.

Section 2. The Employer shall not restrain, interfere with, or coerce representatives of the union in the exercise of their rights under 5 USC 71 and under this agreement.

Section 3. Consistent with 5 USC 71, the Employer will not communicate directly with the employees regarding conditions of employment in a manner which will improperly bypass the union under law. This does not include restating existing policies.

Section 4. Consistent with 5 USC 7114(a)(2)(A), as the exclusive representative of union employees, 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 or their representatives concerning any grievance, or any personnel policy or practices or other general conditions of employment.

Section 5. The employer will give the union sufficient advance notice including subject matter to exercise its rights.

Section 6. Nothing in this section shall preclude the parties from negotiating in accordance with applicable laws as per 5 USC Section 7106(b)(1), (2), and (3).

Section 7. Implementation and Impact Bargaining. To the extent that an issue is not already covered by this agreement, and in the event that management intends to make a more than *de minimus* change in conditions of employment, management agrees to provide the union with 14 days notice of the proposed change in conditions of employment. The union will then have 7 days to provide the employer with impact and implementation proposals in writing on the issue.

### ARTICLE 4 EMPLOYEE RIGHTS

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Section 1. Participation in Union. In accordance with 5 USC 7102 each employee has the right freely and without fear of penalty or reprisal to form, join, and assist any union or to refrain from any such activity. The right to assist the Union extends to participation in the management of the Union and to act for the Union in the capacity of a representative, including presentation of its views to officials of the Employer, the Executive Branch, the Congress, or other appropriate authority. Employees have the right to engage in collective bargaining with respect to conditions of employment through representatives of the Union.

Section 2. Access to Union. An employee has the right to contact the union on issues of concern to them. There are a variety of situations where an employee is authorized duty time to

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seek union representation. Prior to seeking representation, the employee should seek release from their supervisor. When release is authorized, the employee will contact their steward or the union office. If an appointment is necessary, the employee must obtain release from the supervisor. An agreed upon timeframe must be followed unless the supervisor is notified and approves an extension.

Section 3. Representation Rights in Connection with an Investigation (Weingarten Rights). In accordance with 5 USC 7114, employees have the right to Union representation when being examined by a representative of the agency in connection with an investigation if (1) the employee reasonably believes that the examination may result in disciplinary action against the employee, and (2) the employee requests representation. The Employer will delay the interview for a reasonable period of time to allow the employee to secure union representation. The Employer may cancel the interview and proceed with the available information.

Section 4. Complaints. Employees are encouraged to resolve complaints at the lowest level capable of resolving the matter. However, the Employer will comply with Article 3, Sections 3 & 4, when applicable.

Section 5. Orientation. If the Employer holds civilian Orientation classes, two union representatives will be permitted to make a 15-minute presentation and distribute materials to the students. The Union representatives will be allowed official duty time to make the presentation. The union may not solicit membership during such presentation. The Employer will notify the union of the date, time and place when orientation is scheduled. If the Employer discontinues formal orientation classes, alternate arrangements will be made. For example, if employee's receive a video orientation, the union may submit its video for use. If the employer discontinues either the class or video orientation, the Employer agrees to distribute a package of union literature during in-processing of all new bargaining unit employees. A list of new bargaining unit employees will be provided to the union on a quarterly basis.

Section 6. Written Surveys and Questionnaires. If the employer elects to distribute basewide written surveys or questionnaires developed locally, the Employer will notify the union in advance and provide data on the results of the survey. When higher headquarters or outside agencies such as OPM or MSPB distribute surveys, the Employer will notify the union and provide whatever information the Employer has on the survey. No survey will be conducted in such a manner as to be an attempt to negotiate with employees concerning matters which are properly bargainable.

Section 7. Counseling. Instructions and counseling will be given in a reasonable and constructive manner that will avoid public embarrassment or ridicule.

Section 8. Warrants or Subpoenas. If an employee is to be served with a warrant or subpoena, it will be done as privately as possible, if practical for the circumstances.

Section 9.

a. Employees shall have the right to direct and/or fully pursue their private lives, personal welfare and personal beliefs without interference, coercion or discrimination by the employer so long as such activities do not conflict with or impact on job responsibilities. The standard of nexus shall apply.

b. Employees, individually and collectively, have the right to expect, and to pursue conditions of employment which promote and sustain human dignity and self respect.

c. No employee will be subjected to intimidation, coercion, harassment, or unreasonable working conditions as reprisal for any protected activity.

Section 10. Whistleblower Protection. Employees shall be protected against reprisal of any nature for the disclosure of information not prohibited by law, or Executive Order, which the employee reasonably believes evidences gross mismanagement, a waste of funds, and abuse of authority, or a danger to public or employee health and safety.

Section 11. Visiting the Civilian Personnel Office. Employees have the right to visit the Civilian Personnel Office during duty hours, after obtaining permission from the supervisor to leave the work center. Employees who are visiting the Civilian Personnel Office during nonduty time do not need advance permission.

**ARTICLE 5**  
**OFFICIAL TIME AND UNION RECOGNITION**

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Section 1. Union Recognition. The Employer agrees to recognize the authorized officers and stewards of the union. National or District representatives of the Union will give prior notice to the Labor Relations Officer, as soon as practicable when representing the Local before the Employer.

Section 2. Stewards. The Employer agrees to provide official time to carry out representational duties pursuant to this article for a reasonable number of stewards from employees within the bargaining units, not to exceed one per every 50 bargaining unit employees. The Firefighter Unit will also have one steward. In addition, one Chief Steward will be recognized and this individual will not be included in this number. The Union will provide the Employer a list of the designated stewards, and indicate if they are assigned to any specific organizations. When there are changes in assignments or designations, the Employer will be notified. The Parties agree that the effective distribution of union workload enhances a sound labor-management relationship and contributes to the efficiency of the activity operation.

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Section 3. In order to develop and maintain effective union-management relations, the employer agrees that official time to employees who are union representatives is essential. A reasonable amount of time will be granted to union representatives to accomplish their representational duties for the purposes specified in this agreement and subject to the general limitations in Section 8, below.

Section 4. Meetings. Official time is authorized for any meetings scheduled or agreed to by the Employer to promote Partnerships, union-management cooperation, Alternative Dispute Resolution, or attendance by a Union Representative at various meetings or committees authorized by this agreement, such as EEO, safety, Quality Council, etc. The representative may also use a reasonable period of time prior to the meeting to prepare, as appropriate to the situation.

Section 5. It is agreed and understood that any authorization of official time is solely to permit release of the union representative from the normal work schedule. The Employer may temporarily adjust the union representative's work schedule to allow use of official time in appropriate instances where the representative would otherwise be in a nonduty status. Such arrangements are to be made with the Employer's designated official.

Section 6. Official time is not authorized for any tasks related to internal union business as provided in law and decisions of the Authority. In addition, it is agreed and understood that any use of official time in this contract relates solely to issues in the three bargaining units covered by this contract. The Labor Relations Officer may approve on a case-by-case basis, items relating to the NAF bargaining unit.

Section 7. Obtaining Release.

a. A union officer or steward desiring release to perform authorized duties on official time permitted in this agreement must make a request to the supervisor, outlining the general purpose, estimated length of official time, and including the phone number or destination where the official may be reached. This is done in a running log detailing the use of official time. If the supervisor is unable to release the officer or steward at the requested time due to workload or work in progress, the supervisor shall specify an alternative time which will usually be within 24 hours.

b. When meeting an employee at the employee's workcenter, the union official must first make arrangements with the supervisor, who will identify a location with reasonable privacy for the employee and union steward to confer.

c. The union official will accomplish the authorized duties and return to the regular workcenter following completion, and let the supervisor know of their return. The union official will enter the return to duty time on the log. The supervisor will provide a copy of the log to the Labor Relations Officer and the Local President periodically upon request by either party.

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### Section 8. General Limits on Official Time.

- a. The Union President will be authorized 100 percent official time.
- b. The parties agree that the following limits on official time will apply for union officers:
  - (1) The Vice President will be authorized 40 percent official time. The temporary authorization for an additional 60 percent official time temporarily granted for designated representative duties pertaining to A76 Circular/OMB Studies will continue if justified.
  - (2) The Secretary, Treasurer, and Chief Steward will be authorized 20% official time, normally not to exceed 8 hours per week.
- c. All other stewards are authorized reasonable time, normally not exceeding six hours per week, noncumulative, for representational purposes authorized in this agreement. When acting as a representative of an employee in a disciplinary or EEO proceeding, use of official time for such purposes shall not be included in this general limit, and will be granted as stated in appeals/complaints directives.

### Section 9. Union Training.

- a. Informal Steward Training. The Employer agrees to continue the past practice of allowing stewards one hour official time each month, taken in conjunction with the steward's lunch hour, to attend union sponsored steward training. It is agreed and understood that no portion of these sessions will be used to discuss or inform on matters which are internal union business.
- b. Formal Training. The Union President may request official time for union representatives to attend formal training courses which are sponsored by the union or a neutral party. The request must be presented in writing to the Labor Relations Officer and must include a detailed course outline and agenda, enabling the parties to determine which portions of the training would be of mutual benefit to the Employer. Five days of training will be allowed each year for any union officer and a minimum of two days for any steward.
- c. Joint Training by the Parties. In the interest of labor-management cooperation, the Employer and the union will schedule a special session of contract training. This course will be scheduled within a reasonable timeframe after the contract is approved.
- d. One union official/steward will be authorized as observer at hearings and Arbitration hearings for training purposes on official time.

Section 10. The Employer agrees to approve a request for extended Leave Without Pay for a union representative for up to three years, if he or she is a member of one of the three bargaining units, for that individual to serve full time on union duties.

Section 11. This article does not cover official time which is required by law, which includes purposes relating to negotiation and FLRA/FSIP proceedings.

## **ARTICLE 6 EMPLOYER-UNION COOPERATION**

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Section 1. The Support Group Commander and the Union President, or their designees, will meet quarterly, or as mutually agreed, to inform and discuss such matters as personnel policies, employee-supervisor relationships, working conditions, and those matters for which the Employer has no obligation to consult or negotiate. The exchange of information between the parties on these matters will lead toward a meaningful exchange and will strengthen the labor-management relationship between the Parties.

Section 2. In addition, the Union President and Executive Board will meet monthly or as mutually agreed with the Civilian Personnel Officer, or designated representative, to discuss base-wide personnel policies and practices for which the Civilian Personnel Flight is responsible. The meetings will be informal, without a specific agenda, with a goal of achieving improved communications and understanding between the Parties.

Section 3. As requested by the Union, the Employer agrees to furnish a list of names, grades and organizations of employees in the bargaining units.

Section 4. Union bulletin boards or adequate space will be provided on official bulletin boards for the display of Union literature, correspondence, notices, etc. All posting and removal of material will be done by a designated union representative.

Section 5. The Employer agrees to include, in quarterly issues of the civilian personnel bulletin, a statement as to the recognition granted to the Union and the names of the Union Officers. Included will be the location of the Union Local office and telephone number, along with the time and place for the next scheduled meeting.

Section 6. Three hundred copies of this agreement will be furnished to the Union for its use. An additional three hundred copies will be furnished when and if ever the agreement is renewed. The cost of printing this agreement shall be borne by the Employer. Bargaining unit employees will be provided with a copy of this agreement.

Section 7. The Employer agrees to provide appropriate space for official meetings of the Union during the non-duty hours of the employees involved. Such use will be subject to pre-arranged scheduling with the responsible building custodian. The Union agrees to accept the responsibility for due care of equipment and facilities and to be financially responsible for any damage. The Union shall be responsible for placing the room in reasonably the same condition as when occupied.

Section 8. The Employer agrees to provide the union with two updated computers and one updated printer. The union acknowledges that it will bear the cost of any repairs or maintenance of this equipment.

Section 9. The Employer agrees to continue to provide office space to the Union as per the current arrangements. When additional space becomes available, the Employer agrees to discuss possible additional space. The Employer also agrees to continue to provide the Union two reserved parking spaces.

## **ARTICLE 7 PARTNERSHIP ARRANGEMENTS**

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Section 1. This agreement is jointly entered into by and between management and labor on Travis AFB for the purpose of establishing a partnership agreement in the spirit of Executive Order 12871, Labor-Management Partnerships. The Parties recognize that effective labor relations should include partnership arrangements which will give employees, through the union, an avenue to address problems and solutions which will contribute to an effective and efficient government.

Section 2. The purpose of partnership is to implement and maintain a cooperative working relationship between the parties to identify and craft solutions. To that end, an atmosphere of mutual respect and trust should be established. This atmosphere should be established and maintained at all organizational levels.

Section 3. Partnership arrangements should include periodic meetings (monthly or as mutually agreed) between the steward(s) assigned to the squadron and the commander or key management officials. If no steward is assigned to the squadron, the Union may designate a representative to attend the periodic meetings. Either party may take the initiative to schedule the meeting. The purpose of the meeting will be to promote increased communications between the union and management.

Section 4. The periodic meetings described in Article 6, Sections 1 and 2, provide the opportunity for partnership arrangements at the installation-wide level with the 60th Support Group Commander and the Civilian Personnel Officer. Nothing in this agreement will preclude the parties from later deciding to implement a council arrangement, if mutually agreed. Additionally, the union may nominate an individual to represent the union on the 60th Air Mobility Wing Quality Council.

Section 5. The provisions of this Article are intended to allow the Parties to discuss issues which affect the work environment and efficiency of operations and are not intended to be a forum for bargaining or to create the right of third party review.

**ARTICLE 8**  
**UNION REQUESTS FOR INFORMATION**

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Section 1. As required by law, 5 USC 7114, the Employer will cooperate in providing information or data to the union which is reasonably available and necessary for the union to carry out its representational duties. Requests for information will be made to the appropriate management official with a courtesy copy to the LRO. Wherever possible, problems on such requests will be worked out on a case-by-case basis. Where the Employer so requests, the Union will provide clarification of the issues in the grievance or other issue to be resolved. Management will furnish data in a reasonably timely manner. Personal records on an employee will not be released unless the request is accompanied by a written designation of the union as the personal representative of the employee in the matter described. Requests for information will not automatically be the basis for extending time limits in the grievance procedure; however, when information has been requested to clarify or resolve issues, due consideration will be given to extension requests.

Section 2. Access to the Supervisor's Record of the Employee (AF Form 971) and related documents should be handled on an informal basis. The Employer will provide access to the AF Form 971 and will provide copies of documents from that record to facilitate processing of the grievance, when designated by the employee in writing or accompanied by the employee. Only those documents which are reasonable and necessary to the issue should be requested.

Section 3. It is agreed and understood that the language herein is intended only to clarify the rights and obligations already set forth in 5 USC 7114, and case law decided thereunder, and is not intended to limit any rights that the Union has by virtue of this section.

**ARTICLE 9**  
**GENERAL**

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Section 1. Employees will comply with reasonable standards for dress and grooming, appropriate to the work environment and type of position held. Supervisors are responsible for communicating to employees about appropriate attire and grooming standards. This does not include establishing a requirement for a uniform.

Section 2. Employees are authorized to use official telephones to receive or place telephone calls of an immediate or urgent nature. However, this shall not be construed to permit any long distances charges, nor are employees allowed to make excessive use of government telephones or calls of other than an immediate or urgent nature.

Section 3. Employees are not authorized to use government equipment, such as typewriters, computers, facsimile machines, or copiers, for personal business. However, working on union or EEO business is not personal business.

Section 4. It is agreed and understood that the duties and obligations described in the foregoing sections are not intended to impose burdens on bargaining unit employees that are any greater than those imposed on other employees.

## **ARTICLE 10 LEAVE**

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Section 1. The Employer and the Union agree to follow applicable leave regulations.

Section 2. The supervisor is required to establish annual leave schedules of five days or more before the end of January. The leave forecast will be requested from the employee by the supervisor 21 days prior to the deadline.

Section 3. Resolving Conflicts. When conflicts in leave schedules occur and the conflict cannot be resolved by mutual agreement, the following procedures will apply: For leave in conjunction with Thanksgiving, Christmas, and New Year's, leave will be approved on a rotational basis. For all other periods of leave, the employee with the longest service as determined by the SCD-Leave will be entitled to the requested leave.

Section 4. Every reasonable attempt consistent with the workload will be made to grant vacations of 30 consecutive calendar days to employees who desire to take such a vacation.

Section 5. A medical certificate will not be required to substantiate requests for approval of sick leave for three days or less. An exception would be those employees who are suspected of sick leave abuse (see Section 6, below).

Section 6. When sick leave abuse is suspected, a supervisor will usually first give the employee a written notice that sick leave abuse is suspected. If this does not correct the problem as observed over a period of time, and the supervisor decides to impose sick leave abuse procedures, the supervisor will present the employee with written notification of the requirement that all future absences on sick leave, regardless of duration, must be supported by a medical certificate. The supervisor will quarterly review the situation and determine if a continuation of this requirement is necessary. Appropriate records will be kept by the supervisor.

Section 7. Advanced sick leave up to 30 days may be granted subject to the following conditions: (1) total employment record and past record of sick leave usage justify such action; (2) the absence from duty because of illness is for a period of five or more consecutive work days; (3) the application for leave is supported by a medical certificate containing a clear and comprehensive explanation of the illness; (4) the circumstances are such that repayment to the employer of the advanced leave can be reasonably expected; (5) the employee is serving under a career or career-conditional appointment and has been subject to the retirement system for one year or more.

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Section 8. Leave Transfer Program. Employees may file an application to be a leave recipient under the Employer's leave transfer program. The Employer agrees to process these requests in accordance with governing directives of the Office of Personnel Management.

Section 9. Maternity/Parental Leave. Pregnancy is a condition which eventually requires the employee to be absent from the job because of incapacitation. An absence covering pregnancy and confinement is to be treated like any other medically certified temporary disability. Maternity leave may be a combination of as many as three separate kinds of leave:

a. As requested, sick leave, annual and/or leave without pay may be used to cover the time required for physical examination and the period of medical incapacitation.

b. A reasonable amount of annual leave and/or leave without pay may be used to cover the period of adjustment after delivery or the time needed to make arrangements for the care of the child.

c. Upon written request, the employee may be granted a reasonable amount of appropriate leave. The request shall set forth the type(s) of leave and the approximate dates. Acceptable medical or other appropriate documentation shall accompany the request.

d. A male employee may also request sick leave, annual leave or leave without pay for the assisting or caring for his minor children or the mother of his newborn child while she is incapacitated for maternity reasons.

Section 10. Family Medical Leave Act. Employees may be granted up to twelve (12) weeks of paid or unpaid absence each year under provisions of the Family Medical Leave Act, PL 103-3 and implementing guidelines. Employer and employees will follow published procedures to request and consider leave under this Act.

Section 11. Special Use of Sick Leave:

a. Sick leave may be used for adoption purposes.

b. Sick leave may be used to care for family members, under the following procedures:

(1) To provide care for a family member as a result of physical or mental illness; injury; pregnancy; childbirth; or medical, dental, or optical examination or treatment. Family member is defined as: spouse 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. Use of sick leave for this purpose if for three days or less does not require any written substantiation or documentation. Employees must request "advance" approval for sick leave used for these reasons to the maximum extent possible.

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(2) In any one leave year, an employee may use no more than 13 days (104 hours) (or a proportionate amount for part-time employees). However, for any employee who requests sick leave over 40 hours in one leave year for this type of reason, the supervisor cannot approve it unless the employee retains a sick leave balance of at least 80 hours (or two weeks of a part time employee's work schedule).

(3) Employees may also use sick leave to make arrangements for a funeral and/or to attend the funeral of a family member. For this purpose, family member is the same as defined as above. The same rules concerning maintaining a sick leave balance apply to use of funeral or bereavement leave.

### Section 12. Procedures for requesting approval of leave:

a. For sick leave not known in advance, or annual leave under emergency circumstances, employees should request leave by contacting their immediate supervisors, or other person(s) designated by management to receive such requests, as soon as possible after the start of their regular shifts (normally within one or two hours). If the supervisor and the designee are unavailable to accept the request, the employee must leave a message with the person accepting the call, identifying reasons for the absence, the anticipated duration, and the location where the employee can be reached.

b. For absences known in advance, such as scheduled medical appointments, approval must be received in advance.

c. Supervisors may establish reasonable procedures, unique to individual work centers, and make such procedures known to employees.

Section 13. Leave Without Pay. Employees may be granted periods of leave without pay in accordance with applicable laws and regulations. Such leaves of absence will not exceed a one (1) year period for each application.

Section 14. Administrative/Excused Leave. The Employer and the Union encourage participation in the Blood Donor Program. Workload permitting, employees who serve as blood donors may be excused from work up to four (4) hours excluding travel time without charge to leave for the time necessary to donate the blood and for recuperation following blood donations. Employee may be granted up to seven days of paid leave in a calendar year (in addition to sick or annual leave) to serve as a bone-marrow or organ donor.

### Section 15. Civic Responsibilities:

a. Court leave will be granted in accordance with applicable regulations.

b. An employee serving on jury duty will be considered to have worked their shift and will not have to report to work, unless they are released from jury duty with two (2) hours of scheduled work shift remaining after travel time.

c. Voting and Registration: Employees whose voting residence is within commuting distance of the station and whose hours of work do not allow for three (3) hours for voting either before or after their regular hours of work, may be granted an amount of excused time which will permit them 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.

Employees whose voting place is beyond commuting distance and who are not permitted to vote by absentee ballot may be granted sufficient time off in order to make the trip to the voting place to cast their ballots. Such time off is not to exceed one workday.

Employees who vote in jurisdictions which require registration in person will be granted excused time to register on substantially the same basis as for voting, except that no time will be granted if registration can be accomplished on a nonworkday and the place of registration is within a reasonable one-day trip travel distance of the employee's place of residence.

## **ARTICLE 11 PERFORMANCE APPRAISALS**

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Section 1. Coverage. All bargaining unit employees will receive a performance appraisal at least annually. The appraisal will be based on a comparison of the employee's performance with the standards and elements established for the appraisal period.

Section 2. Definitions.

a. Appraisal means the act or process of reviewing or evaluating the performance of an employee against the described performance standards.

b. Appraisal period means the period of time established by an appraisal system for which an employee's performance will be reviewed.

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

d. Noncritical element, if used, means a component of an employee's position which does not meet the definition of a critical element, but is of sufficient importance to warrant written appraisal.

e. Performance means an employee's accomplishment of assigned work as specified in the critical and noncritical elements of the employee's position.

f. Performance plan or core document means the combination of all of an employee's written critical and noncritical elements and performance standards.

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g. Performance standard means a statement of the expectations or requirements established by management for a critical or non-critical element at a particular rating level. A performance standard may include factors such as quality, quantity, timeliness, and manner of performance. Performance standards will comply with applicable Federal law, government wide and agency regulations.

h. Progress review means a review of the employee's progress toward achieving the performance standards and is not a rating.

i. Rating of record means the summary rating required at the completion of the appraisal cycle.

j. Summary rating means the written record of the appraisal of each critical and noncritical element and the assignment of a summary rating level.

Section 3. The Parties agree that normally the supervisor will be responsible for informing an employee of the critical elements and performance standards of the position and accomplishing the appraisal rating. If during the appraisal period the rating official changes, the employee will be informed and the performance plan will be reviewed and annotated.

Section 4. A progress review shall be held for each employee at least once during the appraisal period. Normally this review will be conducted approximately mid-appraisal cycle. The Parties agree that organizations may conduct progress reviews more often than required by this article, and an additional progress review should be accomplished when employees experience significant reductions in the quality of their performance. If requested, employees will be given performance feedback and clarification of performance elements and standards at reasonable intervals. Prior to a change in supervisors, employees may request a performance feedback from the outgoing supervisor. As a minimum, employees shall be informed of their level of performance by comparison with the performance elements and standards established for their positions. Additionally, upon request, appraisal work behavior topics as listed on the appraisal form should be discussed. As stated in Article 32, Section 5, progress reviews will be annotated in the supervisor's record of the employee (AF Form 971) and will be initialed by the employee. The employee's initials do not necessarily signify agreement

Section 5. The written summary of the appraisal will be reviewed and approved by a reviewing official, as provided in AFI 36-1001, as in effect at the time this agreement is approved. Ratings of record will not be communicated to the employees prior to the approval by the final reviewer.

Section 6. Employees who are union representatives performing representational functions will be appraised based solely upon their performance of the elements and standards of their position.

Section 7. New performance plans will be discussed with the employee and consideration will be given to add or delete specific elements or standards which both the employee and supervisor can agree to. It is agreed and understood that the final authority for establishing standards and elements rests with management.

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Section 8. There will be no “quota” of performance rating distribution used by management. However, this does not prohibit the Employer from establishing requirements for effective program administration to preclude unwarranted inflation or deflation of ratings.

Section 9. An employee who is dissatisfied with their appraisal may file a grievance under the negotiated grievance procedure. An appraisal represents the judgment of the Employer. The resolution of a grievance on an appraisal will be based primarily on the performance of the employee and any additional merits of the case, and not solely on lack of feedback.

Section 10. It is agreed and understood that if and when a new performance appraisal system is adopted by the agency, such as a pass/fail system, the Employer will negotiate impact and implementation issues in accordance with Section 7106(b)(3) of the statute.

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### ARTICLE 12 INCENTIVE AWARDS

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Section 1. The agency will develop and maintain award programs for bargaining unit employees. The parties agree that an effective incentive awards program should result in a more effective workforce, higher productivity, and improved working conditions.

Section 2. The Union will be involved in developing any new programs or modifications to the existing program, and the method of involvement shall be in accord with the law.

The award programs shall provide for:

1. Obligating funds consistent with applicable agency financial management controls and delegation of authority;
2. Documenting justification for awards that are not based on a rating of record.

Section 3. An agency may grant a cash, honorary, or informal recognition award, or grant time-off without charge to leave or loss of pay consistent with Chapter 45 of Title 5, United States Code, and this agreement to an employee, as an individual, or member of a group, on the basis of:

1. A suggestion, invention, superior accomplishment, productivity gain, or other personal effort that contributes to the efficiency, economy, or other improvement of Government operations or achieves a significant reduction in paperwork;
2. Special act or service in the public interest in connection with or related to official employment; or
3. Performance as reflected in the employee’s most recent rating of record.

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Section 4. In connection with the annual rating cycle, an employee whose performance is rated superior will be given monetary or nonmonetary recognition. Additionally, all employees should be considered for appropriate recognition and awards throughout the performance cycle.

Section 5. Examples of monetary recognition include Quality Step Increase (QSI), Special Act or Service Award (SASA), Performance Cash Award or the equivalent, and Notable Achievement Award (NAA). Examples of nonmonetary recognition include Letters of Commendation, Letters of Appreciation, and Honorary awards. Time-off incentive awards grant time-off from duty without loss of pay or charge to leave for a superior accomplishment or personal effort that contribute to the quality, efficiency, or economy of Government operations.

Section 6. The parties agree the union may nominate a member (primary and one alternate) to the Incentive Awards Committee.

Section 7. The employer shall provide the Union president with a summary report each year concerning the awards program.

Section 8. Supervisors will give employees fair consideration for awards commensurate with performance.

### ARTICLE 13 CHILD CARE

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Section 1. Policy and Purpose. The Parties recognize that working parents may have special childcare needs during working hours. The Parties recognize the need for such parents to secure appropriate child care arrangements. Because of the important nature and the complexity of employees' childcare needs, the Parties agree to continue child care options for bargaining unit employees.

Section 2. Leave. The Employer agrees to consider emergency annual leave/leave without pay requests brought on by infrequent, unexpected problems in childcare arrangements, as appropriate to the circumstances.

Section 3. Types of Programs

a. Dependent care assistance will include, but not be limited to programs such as the following:

- (1) childcare services, civilians having equal priority with military for child placement;
- (2) childcare and elder care referral services;
- (3) seminars, workshops, and exhibitions, as available through the family support center or other base activities.

b. Employees are encouraged to take advantage of dependent care programs. New employees should be informed about the availability of dependent care programs during orientation.

Section 4. The Union may nominate a member to the Child Development Advocacy Committee, if one is reestablished for the installation. Parents and/or the Union may also surface concerns to any scheduled Parent Advisory Boards which may be held.

## **ARTICLE 14 DISCIPLINARY ACTIONS**

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Section 1. Employees who have received notices of proposed reprimand, suspension, removal, or other adverse action, have the right to be represented by the Union in making their reply to the proposed notice. Any oral or written replies to the notice of proposed action will be considered before the decision is made. The employee and the Union representative will be allowed a reasonable amount of official time to prepare and present the employee's reply to the proposed action. Grievances on suspensions may be started at Step 2 at the employee and union's option. The 21-day timeline would still be in effect. The grievance must be filed within 21 days of the date the employee returns to duty from the suspension.

Section 2. As provided for in Article 4, Section 3, of this agreement, an employee may request Union representation when being examined by management, if the employee reasonably believes that discipline may result.

It will be the responsibility of the employee to contact a union representative, in accordance with Article 4, and management will delay the interview for a reasonable period of time to enable the Union representative to attend.

Section 3. Employees participating in grievance or appeal hearings will be free from any form of interference, criticism, or reprisal on the part of the Employer.

Section 4. The parties agree to the concept of progressive discipline, designed primarily to correct and improve employee behavior rather than punish. The principle of progressive discipline shall not be interpreted to prevent the imposition of a formal disciplinary action, or even removal, for a first offense if the circumstances warrant such action.

Section 5. The standard of nexus shall apply to all disciplinary actions.

**ARTICLE 15  
SMOKING POLICY**

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Section 1. The Parties will comply with Air Force Instruction 40-102 and the DoD Smoking Policy that is in effect at the time this contract is approved, which require the establishment of a smoke-free workplace. The Employer will designate outdoor smoking areas, when possible, which are reasonably accessible to employees and provide a measure of protection from the elements.

Section 2. Employees will be provided the opportunity to participate in the Employer's smoking cessation classes, at no cost to the employee.

**ARTICLE 16  
EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

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Section 1. The Employer and the Union agree to the policy and practice of providing equal employment opportunities to employees on all levels and to prohibit discrimination based on race, color, religion, sex (including sexual harassment and sexual orientation discrimination), national origin, age, mental or physical disability, marital status, and political affiliation. The Employer is responsible for ensuring all work environments are free of harassment. The Parties are responsible for promoting equal employment opportunity through positive continuing and results-oriented programs.

Section 2. Complaints.

a. Any employee who wishes to file or has filed a complaint shall be free from coercion, interference, and reprisal, and shall be entitled to expeditious processing of the complaint within the time limits prescribed by regulations. Any employee who seeks to file a complaint shall have the right to select a representative (includes Union) of their own choosing. During duty time employees must seek approval from the supervisor to leave the work center.

b. An employee has the option of filing a complaint under the Negotiated Grievance Procedure (Article 34) or under the agency EEO complaint procedure, but not both. EEO counselors will provide an inquiring employee with a written description of both procedures. If it is determined that a complaint does not meet the criteria for a discrimination complaint, the EEO Counselor will inform the complainant of other avenues to pursue their complaint, including the Negotiated Grievance Procedure.

c. Upon request, the Employer agrees to furnish the Union statistical reports concerning discrimination complaints filed by bargaining unit employees.

d. EEOC Regulations require all agencies to establish or make available ADR programs for the EEO complaint process. The Chief EEO Counselor will provide the complainant and appropriate management official an opportunity to elect to use the established Peer Group

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Review process. Either party may decline the use of this process. Complainants will also be provided the opportunity to elect the alternate ADR process of mediation. The agency will provide training on general EEO issues for the PGR panel members, as well as refresher PGR training.

e. The Employer shall assure that employees are notified of their right, on the 31<sup>st</sup> date after they filed their informal complaint with the EEO office, that they have the right to file a formal complaint even if the EEO Counselor is late in conducting the final interview. The date the employee filed the informal complaint is the date the employee first made contact with the EEO Office to initiate a complaint.

f. The Parties agree that employees have the right to file and pursue discrimination complaints on their own behalf, with or without designating a union official as their personal representative in the discrimination complaint. However, even where the employee has not designated the union as their personal representative, the Employer agrees that the Parties will adhere to contractual provisions and avoid EEO settlements that violate the contract. In addition, if the adjustment of an EEO complaint results in a change of unit employees' conditions of employment, the Agency would have an obligation under the Statute to give prompt notice of that change to the Union and provide it with an opportunity to bargain but only to the extent such notice and bargaining is required by the statute and the decisions of appropriate authority.

g. Although the Union might not have the right to participate in every EEO meeting, the Agency may want the Union representatives involved in selected cases so that they're aware of the changes being proposed.

### Section 3. EEO Advisory Committees.

a. The Union will be entitled to have two representatives on the Activity EEO Advisory Committee.

b. The Union representatives will have a full and active role on the committee and will be responsible for providing Union positions on all matters addressed by the Advisory Committee. Such representatives will ensure that Union positions and proposals are provided in a timely manner.

Section 4. Responsibilities of Supervisors. Supervisors are responsible for making a positive commitment to manage all human resources effectively in carrying out the mission and for achieving their share of program objectives. This responsibility requires that all supervisors must:

a. Treat all employees fairly and equitably in all matters related to employment.

b. Implement, by action and deeds, the commander's commitment to and support of the Air Force EEO Program.

Section 5. Responsibilities of Employees. All employees have a responsibility for a positive commitment to equal employment opportunity. Employees must treat all other employees as peers, and abstain from actions or comments that suggest or imply discriminatory behavior.

Section 6. Employees will be briefed on the EEO Program during the Newcomers Orientation Program.

## **ARTICLE 17 TRAINING AND CAREER DEVELOPMENT**

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Section 1. The Employer and the Union agree that the training and development of all employees within the bargaining unit is of significant importance and will improve the effectiveness of Travis AFB activities. To effectuate and further this policy, management will provide training programs to further develop employees—to keep abreast of workload changes.

Section 2. The Employer and Union agree to encourage employees to take advantage of available training and educational opportunities.

Section 3. The Employer will ensure that resources and information are available to employees regarding career related training, and the Employer's policies and procedures with respect to such training. Training opportunities will be provided consistent with mission needs, course criteria, and the qualifications and work experience of the employees involved.

Section 4. The Employer will plan for retraining of employees when necessary because of planned management changes in organization, technology, function or mission and provide such necessary on-the-job cross training or formalized training. Training opportunities will be provided on a fair and equitable basis will not be used to facilitate preselection for promotion.

Section 5. In accordance with Department of the Air Force regulations and applicable laws, the Employer will provide training courses related to employee health and safety, such as Occupational Safety and Health Act (OSHA) and Cardiopulmonary Resuscitation (CPR) training.

Section 6. The Employer and the Union recognize that each employee has a responsibility for applying initiative, time, and effort to keep abreast of the changing technology of the occupation. The Union agrees to encourage employees to engage in off-duty self-development activities.

Section 7. Any employees who wish to expand their knowledge and expertise by completing Career Development Courses (CDCs) will be provided the requested CDC at no cost.

Section 8. Training will be recorded on the supervisor's record of the employee (971 File) and filed in the Official Personnel Folder (OPF) in accordance with applicable regulations. It is the employee's responsibility to provide the supervisor with appropriate documentation that the training has been completed. It is the employee's responsibility to complete an SF 172 to ensure that training is recorded accurately.

## **ARTICLE 18 HEALTH AND SAFETY**

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Section 1. The Employer agrees to provide a safe and healthful work place for all employees and will comply with applicable Federal and Air Force regulations relating to the safety and health of its employees. All employees are responsible for compliance with safe work practices, such as use of necessary protective devices, etc., and for prompt reporting of observed unsafe conditions.

Section 2. The Employer agrees that the Union shall nominate a representative to serve on the Accident Prevention Council. Participation will be in accordance with the directives establishing the Council. The representative shall be afforded time off from regular duty without loss of pay or charge to leave.

Section 3. Personal Protective Equipment and Clothing: Protective devices, equipment and tools, when necessary and required by the Employer, shall be furnished by the Employer and used by the Employee. Such equipment and devices may include, but is not limited to: gloves, safety glasses, rain clothes, safety shoes, coveralls.

Section 4. If an employee reports an unsafe or unhealthful working condition through the normal reporting procedure, the Employer shall undertake necessary abatement. If an employee reasonably believes that they are being exposed to a health or safety hazard presenting an imminent risk of death or serious bodily harm, and they reasonably believe that there is insufficient time to seek effective redress through the normal hazard reporting procedure for imminent danger situations, then the employee may cease work and leave the area without charge to leave, provided they immediately report the situation to the nearest supervisor and follow the instructions given.

Section 5. AIDS and HIV Policy. The government's policy regarding HIV/AIDS infected employees is that they will be allowed to continue working as long as they are able to maintain acceptable performance and do not pose a safety or health threat to themselves or others in the workplace. The Employer agrees to publicize the AIDS/HIV policy and to provide employees with training, as appropriate.

Section 6. The Workers Compensation Program provides medical treatment and financial benefits for employees who are injured on-the-job or who have suffered an occupational illness or disease. Employees are required and urged to report immediately any traumatic on-the-job injuries to the supervisor on Form CA-1. Suspected occupational illness or diseases are reported on Form CA-2. Management will provide all CA forms and should assist the employee in filing if necessary. Failure to file these reports in a timely manner may negate eligibility for benefits

provided by the Program. Supervisors will issue Form CA-16, as appropriate, to authorize medical care for traumatic injuries. Employees have the option to be treated by David Grant USAF Medical Center or by a private physician of their choice. The supervisor will make the appropriate entry in Block 1 of the CA-16 to indicate the physician authorized to treat the employee for the on-the-job injury. Continuation of Pay (COP) may be granted to employees who are unable to work due to traumatic injuries. COP is used instead of sick leave, may not exceed a total of 45 calendar days, and is granted in accordance with statutes and regulations implementing the program only when the employee cannot perform light duty or light duty is not available.

Section 7. Light Duty: The Employer will take reasonable steps to accommodate the needs of employees who are unable to perform normal duties due to a temporary disability. It will be the employee's responsibility to provide medical documentation acceptable to the Employer at the time light duty or other accommodations are requested. The Employer shall be responsible for identifying temporary work for the employee to perform within the medical restrictions and taking into account mission and production needs.

Section 8. Ergonomics: The Employer acknowledges the role that ergonomics plays in preventing work-related injuries. Accordingly, whenever new furniture is purchased, due consideration will be given to ergonomic design.

Section 9. Employee Wellness Program. The Employer agrees to promote employee awareness and concern for health issues. This may include sponsoring seminars on issues such as stress reduction; making available selected health-screening tests at specific events; and offering influenza vaccinations as may be available.

Section 10. The Employer agrees to provide alcohol and drug or substance abuse counseling and referral services to employees in accordance with applicable regulations. When employees are referred to Substance Abuse Office, they will be in an official duty status. Enrollment in a Rehabilitation program will be on a voluntary basis and may result from asking for help with this type of problem. The Employer is recognized to have a legitimate interest in alcohol or drug abuse only insofar as it results, or is suspected to have resulted, in job related deficiencies in performance or conduct. The Union agrees to cooperate fully with the Employer in an attempt to rehabilitate affected employees who accept assistance made available under the provisions of this program.

## **ARTICLE 19 OVERTIME AND HOLIDAY WORK**

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Section 1. All employees may earn overtime but this Article does not apply to employees when performing flying duties, or to firefighter employees. (See Article 29 and Article 28 for provisions on these groups).

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### Section 2. Assignment of Overtime and Holiday Work.

a. If the Employer determines that several employees are equally qualified to perform an overtime or holiday work assignment, the Employer will provide employees equitable opportunities on a rotational basis to work the overtime or holiday work. The supervisor may solicit volunteers on a rotational basis for the work, providing the supervisor considers the personnel equally qualified. Overtime or holiday work shall not be assigned as a reward or penalty.

b. When the Employer determines it is necessary, the Employer may direct all or some employees to perform mandatory overtime or holiday work. Employees may request excusal from the mandatory overtime by presenting specific information concerning their personal hardship to the supervisor for the supervisor's decision.

c. The Parties acknowledge that the Employer's determination of who is "qualified" for a particular assignment may include the need for "project continuity", using the employee's special skills or abilities as they relate to the project.

Section 3. In the assignment of scheduled overtime, under circumstances where the need is known sufficiently in advance, the Employer agrees to provide the employee with advance notice. Any employee designated to work scheduled overtime on days outside the basic workweek or as an extension of the duty day will be notified no later than the start of the scheduled lunch period on the day preceding the overtime. When the work is to be performed on a Holiday, or the day to be observed by the employee as a holiday, two days advance notice will be given to the employee affected. Higher graded employees should not be used insofar as possible to perform functions below their grade on overtime.

Section 4. Employees who work overtime shall be allowed a 15-minute rest period within each 4-hour period worked.

Section 5. Employees on details from their permanent section shall be considered for overtime in the section they are detailed from, subject to provisions of Section 2.

Section 6. Employees called in to work outside of and unconnected with their basic workweek shall be paid a minimum of two hours pay, regardless of whether the employee is required to work the entire two hours.

Section 7. For an employee who is nonexempt under FLSA, time spent traveling shall be considered hours of work if:

- a. An employee is required to travel during regular working hours;
- b. An employee is required to drive a vehicle or perform other work while traveling;
- c. An employee is required to travel as a passenger on a one-day assignment away from the official duty section; or

d. An employee is required to travel as a passenger on an overnight assignment away from the official duty station during hours on nonworkdays that correspond to the employee's regular working hours.

## **ARTICLE 20 COMPENSATORY TIME**

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Section 1. All employees may earn comp time but this article does not apply to employees when performing flying duties or to firefighters.

Section 2. Compensatory time off, if approved, is granted on the basis of one hour off duty for one hour worked. No employee may be given compensatory time off for working on a holiday, or a day observed as a holiday, but must be paid the holiday pay.

Section 3. Compensatory Time Off. Employees (GS, WG or WL) may be given, if they agree, compensatory time off in lieu of overtime worked. Employees who are nonexempt from the Fair Labor Standards Act, who desire to work compensatory time in lieu of overtime shall indicate their concurrence by initialing the time sheet entry or other similar document for those hours earned.

Section 4. Management reserves the right to offer overtime work (e.g., hours over 8 hours a day or over 40 hours per week or, in the case of an employee on AWS, in excess of their scheduled hours for the week or day), when appropriate, with the provision that only compensatory time off is offered to employees who agree to work the overtime work. In that instance, only employees who agree to the compensatory time arrangement will be allowed to work the overtime. If there are several qualified personnel who volunteer to work for compensatory time off, the Employer agrees to rotate the compensatory time on an equitable basis among the volunteers. In no instance will a nonexempt employee be forced to perform overtime work for compensatory time off.

## **ARTICLE 21 POSITION CLASSIFICATION**

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Section 1. Each position covered by this agreement that is established or changed must be accurately described, in writing, and classified to the proper occupational title, series, code, and grade.

a. The description must clearly and concisely state the principle and grade controlling duties, and responsibilities of the position.

b. Employees will be furnished a current, accurate copy of the description of the position to which assigned at the time of assignment.

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c. The position and job description will be kept current and accurate. Significant changes to a position will be incorporated in the position description. Pen and ink changes will be made known to employees, and the employee will initial and date changes.

Section 2. The Union shall be notified in advance when an action is to be taken that may have an adverse effect on an employee's pay or status.

### Section 3. Appeals

a. An employee who is dissatisfied with the classification of his/her position should first contact the supervisor. The supervisor can answer questions and clarify duties. If the supervisor is unable to resolve the problem, the Employee may contact the servicing classifier to arrange a meeting to discuss the dispute. If the classifier is unable to resolve the issue, an appeal may be filed by the affected employee. An employee may file a classification, job grading appeal at any time through appropriate channels.

b. The employer will provide employees and the union with copies of procedures for filing classification appeals through agency or Office of Personnel Management (OPM) and other appropriate channels upon request.

c. Employees or their representative who elect to appeal the classification/job grading of their position will be provided a copy of all pertinent information which is part of the classification/job grading appeal file.

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## ARTICLE 22 PROMOTIONS

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### Section 1. Purpose and Policy

a. The parties agree that the purpose and intent of the provisions contained herein are to ensure that merit principles are applied in a consistent manner with equity to all employees and without regard to political affiliation, religion, marital status, race, color, sex, age, national origin, or membership or nonmembership in the labor organization, and shall be based solely on job-related criteria.

b. The parties agree that the purpose of the promotion plan is to assure that employees have the opportunity to develop and advance to their full potential according to their capabilities. This could include restructuring vacant positions to the subjourneyman level, with promotion potential.

c. Employees will be considered for positions for which they are eligible in accordance with applicable regulations. Consideration will be given to eligible employees applying for or identified for promotion consideration as required by applicable merit promotion regulations. The Parties agree, that once the Stopper is cleared, supervisors can select from any source according to Law.

Section 2. Vacancy Announcements

a. Promotion and Placement Referral System (PPRS), Standard Automated and Referral Systems (STAIRS), or a manual system may be used to identify candidates for competitive promotion consideration. Vacancy announcements will be used to advertise positions. All open announcements will be posted on official bulletin boards for one (1) week prior to the closing date of the announcement. The union will be provided one (1) copy of such announcements by the civilian personnel office.

b. Content of Vacancy Announcements. Vacancy announcements will provide a clear, summary statement of duties, and provide a statement of the basic qualifications to include education, experience, training, certifications, licenses, and other skills required to perform the defined duties. Any errors made by the employer in the basic qualifications for an announcement will require that the vacancy be reannounced.

Section 3. Noncompetitive/Competitive Procedures

a. Noncompetitive procedures. Except where otherwise governed by the terms of this agreement, noncompetitive promotions will be accomplished in accordance with applicable regulations.

b. Competitive procedures. Competitive promotions will be made from certificates prepared through the application of evaluation factors such as experience, training, education, certifications, licenses, supervisory appraisals of employee performance, and other appropriate factors.

Section 4. Area of Consideration. Except where the vacant position is covered by an established career program, the minimum area of consideration for positions within the bargaining unit will be Travis AFB. A special limited area of consideration may be used by the Employer when appropriate to facilitate funding and ceiling restraints and to preclude reduction in force.

Section 5. Interviews are optional. If the Employer chooses to interview, and a candidate is not available for interview within a reasonable period of time (3 days), the Employer may review the appropriate promotion brief.

**ARTICLE 23  
ASSIGNMENT OF WORK, DETAILS  
AND TEMPORARY PROMOTIONS**

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Section 1. Assignment of Work. The Parties agree that employees will be assigned to work which is appropriate to their job description. The phrase "other duties as assigned" as used in job descriptions means duties related to the basic job. This phrase will not be used to regularly assign work to an employee which is not reasonably related to his/her basic job description. The Employer may also assign additional or incidental duties.

Section 2. Details. A detail is an assignment on a temporary basis of an employee to perform duties not covered by the official description or definition of the employee's position or rating to another position or rating, or to an unestablished position for the temporary periods of time authorized by the Office of Personnel Management and Employer regulations. Details beyond 30 days should be documented by processing a Personnel Action Request (PAR). Details may be used to meet temporary needs of the work program of the activities when necessary services cannot be obtained by other means. Details may be made appropriately under circumstances such as follows:

- a. To meet emergencies occasioned by abnormal workload, change in mission or organization, or unanticipated absences such as sick leave or emergency annual leave.
- b. Pending official assignments, pending description and classification of new positions, pending security clearances, and for training purposes.

Section 3. Details to higher graded positions beyond 120 days, or temporary promotions in excess of 120 days, require the application of the competitive process. (Note: the time spent by the employee on higher graded details in the preceding 12 month period is included with the time for the proposed detail or temporary promotion for the application of the 120 day rule.)

Section 4. Details should normally not include a change in work schedule. Should this be required, the Employer will comply with Article 25, Tours of Duty and Hours of Work.

Section 5. It is agreed that when an employee is detailed to any position in which the employee has had no previous experience, the employee shall be given a reasonable break-in period with an experienced employee.

Section 6. It is agreed that no detail will be made to evade the principles of fairness or recruitment through open competitive examinations. The Employer assumes the responsibility for keeping details within the shortest practicable time limits and for a continuing effort to secure necessary services through use of appropriate personnel actions.

Section 7. The Employer will record on the supplemental sheet of the AF Form 971 of the Employee all details. This will be done to ensure that a written record is available of such details. However, in order to obtain credit in the official personnel file and the automated data system, employees are responsible for submitting a Standard Form 172 (or similar document) to include periods of unofficial detail.

## **ARTICLE 24 TOURS OF DUTY AND HOURS OF WORK**

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Section 1. This article does not apply to employees when performing flying duties, or to firefighter employees. (See Article 29 and Article 28 for provisions on these groups.)

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Section 2. The parties agree that the following hours of work provisions will apply to all employees:

a. The administrative workweek shall be seven (7) consecutive days beginning at 0001, Sunday, and ending at 2400 the following Saturday. The basic workweek for employees not on an AWS consists of five (5), eight (8) hour workdays.

b. The basic non-overtime workday shall not exceed eight (8) hours.

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

d. Lunch Periods:

(1) The Employer may authorize any change to a lunch period, if mission requirements require such a change. The normal meal break on Travis AFB will be a 30 minute unpaid lunch. An employee may go to his/her supervisor and request a longer lunch period. The meal period shall occur approximately in the middle of the shift. The supervisor may establish staggered meal breaks to ensure coverage.

(2) When circumstances justify, the Employer may authorize or continue a paid on-the-job lunch of up to 20 minutes. When such lunch is authorized, the employees shall spend their on-the-job lunch at or near their workstations. Any 20-minute lunch break that is determined to be in violation of the law or C.F.R. may be discontinued. Nothing shall preclude the Employer from discontinuing paid lunch periods where it no longer sees a need for them.

Section 3. Normally, employees will be granted two paid 15-minute rest periods—one during the middle of the first half and one during the middle of the last half of each shift. The break will be scheduled by the supervisor in accordance with workload commitments. Employees who are assigned to office environments may be allowed less formal breaks, workload permitting, the cumulative total of such time not to exceed 30 minutes per shift. In any event, rest periods are not to be granted in conjunction with the lunch hour or to allow an early departure from work at the end of the shift. Employees who are on break should not disrupt other work areas and shall resume duties at the completion of the break promptly as the situation dictates.

Section 4. The Employer will provide a reasonable amount of time, consistent with the nature of work performed, for employees to clean up prior to the lunch period and at the end of the workday. In the same manner, a reasonable amount of time will be allowed for employees for the storage, clean up, and protection of government property, equipment, and tools prior to the end of the workday.

Section 5. Employees who are required to wear protective clothing as a condition of employment will be given a reasonable amount of time to change clothes at the beginning and end of the workday.

Section 6. Shift Selection Procedures. Current policies shall continue to provide due consideration to seniority and volunteer status as may be practicable and may include an “open season” for employees to indicate their preference. Where no written policy exists, established policy between the employees and supervisors shall be reduced to writing. Shift selection policies and procedures will not be changed unless there is mutual agreement between the Employer and the Union. A history record of employees involved in shift changes shall be maintained and made available for review to personnel on all shifts. Copies of policies shall be provided to the Union office within 90 days after approval of the agreement with a copy to the LRO.

Section 7. Temporary Changes in Tour of Duty. Temporary individual changes in the tour of duty shall be rotated equitably among qualified employees. The employee will return to their normal shift upon completion of the temporary change. This procedure may be used to meet fluctuations in mission requirements, to accommodate training classes or physical exam requirements, or to substitute for personnel absent due to TDY, leave, vacancies, etc. The Parties agree that employees will receive payment for shift work as provided by law for temporary changes: FWS may continue to receive their higher differential during temporary changes; GS employees may only receive night differential for nonovertime hours actually worked/scheduled between 6 p.m. and 6 a.m.

Section 8. Notice of Changes.

Employees will be provided 7 days notice of a change of shift or days off, except that the Employer may adjust tours of duty to meet mission needs at any time before the beginning of the administrative workweek if the provisions of law and regulation are met. This section applies only to the individual affected employee and not to the union and neither increases nor decreases the union’s right to implementation and impact bargaining referred to in the earlier section, Article 3, Section 7, Union Rights.

Section 9. Alternate Work Schedules.

a. Purpose.

(1) Existing federal policies have determined that alternate work schedule (AWS) programs have the potential to improve productivity in the Federal Government and provide greater service to the Public, while at the same time, allowing employees to be more flexible in scheduling their personal activities.

(2) The employee benefits provided by AWS programs are also useful recruitment and retention tools.

(3) President Clinton’s memorandum of June 21, 1996, entitled “Implementing Federal Family Friendly Work Arrangements,” directed the heads of all executive agencies to review their personnel practices and develop a plan of action to provide their employees flexible hours that will enable employees to schedule their work and meet the needs of families.

b. Policy

(1) This Article establishes the framework which has been negotiated by the parties to cover policies and procedures for implementation, modification, or termination of an Alternate Work Schedule for bargaining unit employees.

(2) Staggered Work Hours. Regardless of an employee's schedule, or the hours of work established within any workcenter, upon request of an employee, the supervisor may approve minor deviations in the starting and quitting time for a particular employee, on a temporary or semi-permanent basis, based on special circumstances of the employee warranting such action. These changes (if purely for the benefit of the employee) will not be approved if additional costs to the agency in the form of premium pay would result. These provisions are intended to promote Family Friendly Work Policies where it can be done without adverse impact on the mission and productivity.

c. AWS Program and Procedures

(1) All currently approved alternative work schedules which are in effect at the time this agreement is approved will remain in effect during the life of this agreement unless the Employer obtains approval to discontinue them as provided in section g, below. In work areas that do not have any current alternative work schedule approved at this time, nothing will preclude the Parties from voluntarily agreeing to implement coverage under a compressed work schedule program.

(2) Flexitime programs are not in effect. However, nothing would preclude the Parties from agreeing to implement a Flexitime Program on a trial basis. It is agreed and understood that employees who are on any compressed work schedule may not also be on a Flexitime schedule.

(3) When a Holiday occurs, the employee's holiday is either the 9 hours or 8 hours, whichever is that employee's schedule for the day.

(4) Employees are not required to be on compressed work schedules even if available to them; they may elect to remain on the regular five 8-hour day schedule. An employee who wants to change their election should notify the supervisor one week in advance of the desired date.

(5) Discontinuance of AWS. Prior to discontinuance of an existing Compressed Work Schedule, the Employer will notify the union and give it the opportunity to bargain before implementation of the change. If mutual agreement is reached, the Employer will then carry out the agreement. If agreement is not reached and the Employer still determines that adverse agency impact exists, the Employer may present the case to the Impasse Panel for decision under 5 USC 6131.

(6) Credit Hours. Under this program, employees may volunteer to work extra hours on a given day, with the express permission of the supervisor. Supervisors will assure that

there is meaningful and necessary work to be done in the proposed period before approval. The credit hours earned are recorded in the timekeeping system, and 24 hours are the maximum that may be earned/used or carried over within each pay period. When an employee takes the credit hour time "off" from work, approval must be requested from the supervisor just as is the case for other absences.

Section 10. Telecommuting.

The parties agree that a telecommuting program for bargaining unit employees will be implemented to conform with new laws relating to this and that such program will be in accordance with agency implementing directives. The parties will meet promptly to discuss this issue when implementing instructions are made available.

**ARTICLE 25**  
**TRAVEL/TDY**

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Section 1. Employees traveling on official business will perform such travel and be compensated for it in accordance with DoD Joint Travel Regulations, the Fair Labor Standards Act, and other applicable laws, currently in force.

Section 2. Refer to AFI 34-601 for special provisions on employees performing flying duties.

Section 3. When feasible, employees' TDY travel is scheduled during their basic workweek. It is recognized that situations may 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 for purposes of overtime entitlement when:

a. It meets one of the conditions identified in Title 5 of the Code of Federal Regulations (CFR) 550.112, or

b. For a non-exempt employee, when it meets the conditions of 5 CFR 551.422 implementing the Fair Labor Standards Act (FLSA).

Section 4. As required by law and current regulations, employees who are TDY are required to utilize government quarters in order to be reimbursed a lodging expense, when adequate quarters, as defined in regulations, are available.

Section 5. The Employer will select employees for TDY on a fair and equitable basis, among those employees the employer has determined are qualified. Where the TDY will be lengthy, i.e. in excess of 30 days, the Employer agrees to solicit for volunteers before making its determination.

Section 6. Where mission requirements permit a choice of mode of travel, employees may exercise this choice. Where an employee exercises this option, it is understood that the JTR will

limit reimbursement to the constructive cost of travel by the method directed and that excess travel time will be chargeable to annual leave, if appropriate.

Section 7. When an emergency arises during TDY which involves a member of an employee's immediate family, the employee shall be returned to his/her official duty station. The employee shall request approval of return travel from an appropriate official. The employer will provide transportation when possible and authorize payment for travel to the extent possible under applicable laws and regulations.

Section 8. Records of TDY assignments will be maintained for a period of twelve months and will be made available to the union upon request.

## **ARTICLE 26 AIR RESERVE TECHNICIANS**

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Section 1. The Parties agree that the Air Reserve Technician (ART) program presents special, unique problems in the host/associate work environment. The ART will have pre-UTA and post-UTA duties related to training of reservists. When there are additional duties related to the military reserve assignment which require attention during the civilian workweek, the Employer will allow sufficient time to complete such duties.

Section 2. It is agreed and understood that the Employer will respect the duly assigned duties of an ART and will not penalize the employee for such duties in regard to performance appraisals or other personnel matters.

Section 3. The provisions of Article 24, Assignment of Work, Details and Temporary Promotions shall apply to ARTS.

## **ARTICLE 27 SPECIAL PROVISIONS APPLICABLE TO FIREFIGHTERS**

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The following provisions apply to firefighter employees assigned to a 72-hour tour of duty. In addition, all other provisions of the agreement will apply.

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### Section 1. Hours of Work and Tours of Duty:

#### a. Trading of Kelly Days:

(1) Civilian employees of the same shift and normally of the same grade may voluntarily swap Kelly Days with each other provided that the arrangement is requested 24 hours in advance for approval by the Fire Chief or other manager. A request from employees of different grades will not arbitrarily be denied. It is understood that the principal concern is to insure that the required number of qualified positions be filled.

(2) These trades can only be permitted if each employee will still complete the normal 144 hours in the pay period.

(3) These trades will not cause or increase compensation of any kind for the Employer.

b. Trading of Time: It is understood and mutually agreed to by the Parties that the practice of voluntary trading of any portions of shifts (not to exceed 14 hours) between Fire Department employees may also be permitted, subject to the approval of management. The period during which time is traded will be paid back within the same pay period. The arrangement must be requested 24 hours in advance for approval by the Fire Chief or other manager. A request from employees of different grades will not arbitrarily be denied. It is understood that the principal concern is to insure that the required number of qualified positions be filled.

#### c. Hours of Work:

(1) Employees normally work 8 hours per shift (or a total of 24 hours in each 72-hour tour of duty). The balance of each shift is considered standby or eating and sleep time. The Employer agrees that if amounts of work are scheduled during standby hours (such as night exercises), the employees may be granted additional standby time (approximately one and one-half hours). It is agreed and understood that responding to alarm bells or other emergencies is not scheduled work within the meaning of this section.

(2) The Union agrees that employees may be directed to perform overtime for either full or partial shifts (outside of their normal tour of duty), for which they would be paid additional overtime compensation or for which the employee may elect compensatory time off.

(3) When official time off is granted to allow squadron personnel to participate in Squadron functions, firefighters will go to standby status if mission requirements permit.

### Section 2. Leave:

a. The provisions of Article 11, Sections 2, 3, 4, 5, and 15 will not apply to firefighters.

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b. Sick Leave: Employees who are incapacitated for duty will be allowed to request and use sick leave.

(1) It is mutually agreed that in appropriate circumstances commensurate with critical manning levels "light duty" may be made available.

(2) A medical certificate will not be required to substantiate the use of sick leave for two consecutive shifts or less. An exception would be for those employees who are suspected of sick leave abuse. (See Article 11, Section 6)

c. Annual Leave: All employees accrue annual leave in accordance with applicable Federal laws and regulations and will be granted such leave subject to manpower and workload requirements.

(1) Scheduled annual leave is defined as that annual leave scheduled at the beginning of the leave year.

(2) Unscheduled annual leave is defined as that annual leave which an employee may request from time to time, but that is not scheduled as stated in subparagraph (1) of this section.

(3) The Employer agrees to establish and record in the leave book and, insofar as possible, follow a leave schedule affording employees an opportunity for two periods of two consecutive weeks or one period of three consecutive weeks of annual leave. Nothing in this section shall preclude an employee from exchanging his/her annual leave period with another upon mutual consent of the Parties, subject to approval of the Employer.

(4) Employees' requests for unscheduled annual leave, made in advance will normally be granted if the Employer determines that the workload and manpower requirements permit. Special consideration will be given in circumstances such as illness or death in the employee's immediate family. Preferential leave consideration will be given for members to act as pallbearers of active/retired federal firefighters.

(5) The supervisor is required to establish annual leave schedules before the end of January. Leave opportunities will be in order of seniority. Any dispute between employees desiring the same time will be resolved by the supervisor. Vacations during Christmas and New Years weeks shall be offered on a rotating schedule. Nothing in this paragraph shall preclude employees in the same grade and skill from exchanging their leave periods with another in the Travis Fire Department upon mutual consent of the Parties and approval of the supervisor.

(6) In personal emergency situations which preclude advance request, the employee shall notify (or cause to notify if necessary) the responsible supervisor of the emergency and request leave. This request shall be made as soon as the emergency situation becomes known. The employee shall describe the emergency and give an estimate as to how long he/she will be absent.

(7) Requests for unplanned annual leave will be considered on a case-by-case, first-come, first-served basis.

(8) Every reasonable attempt consistent with the workload will be made to avoid the cancellation of scheduled annual leave.

(9) If scheduled leave is canceled by management, the 24-hour advance notice requirement may be waived to allow trades of hours, shifts, or Kelly days.

**Section 3. Health and Safety:**

a. The Parties agree that a physical fitness program is in effect which includes exercise during regular work hours. It is intended that the Parties adhere to the exercise schedule as far as practical or as mutually agreed. Employees may also have access to the exercise equipment during standby period.

b. Selected immunizations will be offered on a voluntary basis to reduce the risk of exposure.

c. The Parties agree to maintain and promote safe and healthful working conditions, to include compliance with health and safety regulations pertinent to firefighting duties and standards.

d. The Parties agree that NFPA Standards 1500 is being implemented in stages, commensurate with funds and Air Force directives.

**ARTICLE 28  
AIR RESERVE TECHNICIAN (ART)  
AIRCREW MEMBERS**

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This article in addition to the Basic Agreement, Applies to Air Reserve Technician Aircrew Members only.

**Section 1. Recuperative Time**

On missions when extensive temporary duty travel outside of regularly scheduled hours of duty is required, employees are authorized to be absent from work without charge to leave or loss of pay for a reasonable time to recuperate from fatigue or loss of sleep. 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 excused absence should not exceed 4 hours of duty. However, if the last day of travel exceeded 20 hours or landing time + 1 hour is 0300 or later, up to 8 hours of duty should be authorized.

Section 2. Tours of Duty

a. The tour of duty and daily hours of work for ART aircrew members engaged in long distance flights is governed by the directed reporting for duty time each day. The ART aircrew member's work begins at the directed reporting time for preflight/preplanning duties based on the proposed takeoff time and ends upon completion of post-flight duties and excusal from duty.

b. The Employee may request and supervisors may approve an adjusted workweek to preclude the use of leave for scheduled days off on a mission or for other similar reasons.

c. When TDY on a scheduled workday, and through no fault of the employee, an employee starts work but less than 8 hours of work are performed, the employee is credited with 8 hours duty time. The AFRES Form 4 will be annotated to show the actual hours worked and the hours granted as constructive credit. Regardless of the reason and irrespective of whether it is within the employee's control, if employees (for example, aircrew members) do not report for work they are placed in the appropriate leave category or have their workweek rescheduled. Constructive credit hours may not be granted if there is not work to be performed at the TDY location and it is known prior to the start of the civilian employee's workday.

d. Night differential is payable for the nonovertime hours based on the local time of the first departure location of the duty day.

Section 3. Alert Status/Standby. Time spent in Alpha or Bravo status is considered hours of work only when the conditions in 5 CFR 551.431 are met.

Section 4. On-Call Duty. With respect to telephone standby on weekends, the Employer agrees that such duties shall not be assigned on a continuous basis to any one employee and shall be rotated among eligible personnel in an equitable manner. It is agreed and understood that performance of work at home while on Standby is creditable as hours of work. In addition, when an employee's personal plans or scheduled leave make on-call duty inconvenient, the Employer agrees to take reasonable steps to rectify such a problem or approve a swap. At the Employee's request, the Employer shall provide an electronic signaling device to minimize restrictions on an employee's off duty activities.

Section 5. Call-Back Work. Employees called in to work outside of and unconnected with their basic workweek shall be deemed to have worked a period of two hours, regardless of whether the employee is required to work the entire two hours. Employees who return to the office to resolve problems which occur while on Telephone Standby shall fall within this provision.

**ARTICLE 29  
REDUCTION IN FORCE**

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Section 1. In the event of reduction in authorizations or when the Employer elects to cancel positions due to reorganization or lack of funds, the Employer agrees to notify the union in advance where it is foreseen that there will be significant impact to bargaining unit employees.

Section 2. In the advance planning stages for such reductions/reorganizations, the Employer agrees that existing vacancies may be used to the extent feasible or possible to place employees in continuing positions who would otherwise be separated. The Unit affected may process internal management initiated reassignments to minimize the necessity for formal action by the Employer. Management agrees to notify the Union of all management reassignments, regardless of originator, by copy of employee notice.

Section 3. When occupied positions have been identified for cancellation, the Employer will conduct pre-RIF placement. Where practicable, the Employer may consider issues such as retention standing or employee interest in volunteering for pre-RIF placement, but it is not required to do so where the reassignment will not involve reduction in grade or pay. (For this purpose, "pay" does not include any shift differential or night differential the employee may be receiving.) The Employer will determine the effective date and notify the affected employees. At its discretion, the Employer may also offer an employee voluntary change to lower grade, with grade and pay retention, without invoking formal reduction in force procedures. Where waiver of qualifications is needed, whether in pre-RIF placement or in formal reduction in force, the Employer retains the right to determine whether to waive qualifications for the particular employee(s) for whom management is willing to waive such qualifications. Such decisions will be made on a fair and equitable basis.

Employees involved in pre-RIF placements will be provided a reasonable break-in period. Pre-RIF letters will include a written request that employees identify any physical or medical conditions. It is the employee's responsibility to self-identify physical or medical conditions. Pre-RIF letters will clearly explain all options to alleviate employee's fears of separation.

Section 4. When formal Reduction-in-Force actions become necessary, the Union will be provided a copy of the advance notice of RIF at the same time the affected employee is informed. Reduction in Force actions will be taken in compliance with law and OPM regulations.

Section 5. Procedures. In the event of a reduction-in-force (RIF) and/or transfer of function, the agency will notify the union.

a. Written notification to the union shall be made as soon as possible but not later than thirty (30) calendar days prior to the issuance of employee notices. The notification will include:

- (1) The reason for the action to be taken;
- (2) The names, grades, organizations, and types of positions to be affected;
- (3) The anticipated effective date that action will be taken.

b. The agency shall provide the union, upon request, with information in accordance with 5 USC 7114(b)4.

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c. The agency will provide a specific notice of sixty (60) calendar days to individual employees who will be affected by a RIF.

d. Notices. The union will review copies of RIF notices and placement actions issued by the Employer. After the union has been notified of the RIF, union representatives will meet with the Employer and discuss implementation plans for the RIF. This section shall not affect the right of employees and their designated representatives access to RIF information in accordance with applicable regulations. All persons who have access to RIF information will maintain the confidence of the information until such information is officially released, but this does not preclude the union representative(s) designated from discussing the RIF and information pertaining thereto with the union president.

e. Governing Regulations. All RIFs will be carried-out in accordance with this article and applicable regulations.

f. Reducing impact of RIF

(1) Where appropriate, the employer shall request that the OPM determine that the agency is undergoing a major RIF for the purpose of authorizing voluntary retirement under 5 USC 8336(d)(2).

(2) At such time that a RIF has been announced, the employer shall meet individually with affected employees upon request who are eligible for retirement and provide an explanation of benefits.

(3) The employer, consistent with mission requirements, shall make a reasonable effort to waive qualification requirements in assignments to vacant positions in a RIF. Employees whose qualification requirements were waived and placed in a position with different duties than those previously performed will receive job-related training.

### Section 6. Access to Information

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

b. An employee affected by RIF or the designated representative has the right to inspect RIF records pertaining to the employee's individual action.

### Section 7. RIF Notices

The employer shall provide a written notice to each employee affected by a change to lower grade or separation in a RIF at least sixty (60) calendar days prior to the effective date and the notice shall state what action is being taken, the effective date of the action, the employee's service computation date, and subgroup. It shall describe the employee's competitive area and competitive level. Rights of appeal and time limits on such appeals will also be in the notice.

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### Section 8. Grade and Pay Retention.

Grade and pay retention for affected employees will be allowed as provided for under appropriate law and regulations.

### Section 9. Off-base Unemployment/Reemployment

a. In the event of a RIF affecting separation of 50 or more employees, the employer will determine from the appropriate state employment service whether any of the affected employees may be eligible for retraining at Government expense, and if so, will inform employees how to apply for such training.

b. The employer will advise employees who are separated by RIF of other federal agencies within the commuting area who may be a possible source of employment.

c. Any career or career-conditional employee who is separated because of RIF will be placed on a reemployment priority list in accordance with applicable rules and regulations, and such employees will be given preference for rehiring in temporary and permanent positions for which they are qualified. It is understood that the acceptance of temporary employment will not alter an employee's right to be offered permanent employment.

Section 10. Details During RIF. Details necessary during RIF or transfer of function will be in accordance with Article 24, Details and Temporary Promotions.

### Section 11. Transfer of Function/Relocation Expenses

a. The Employer agrees to pay relocation expenses for employees relocated by transfer of function as allowable under appropriate regulations.

b. The Employer will grant administrative time to those employees moving as a result of RIF or transfer of function to find new housing and schools, to make arrangements for disposition of their current homes, and to handle any other matters involved in the move, to the extent allowable under appropriate regulations.

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

Section 12. Information updates to the Union. The employer will periodically update the union on the status of RIF and/or transfer of function.

### Section 13. Repromotion of Downgraded Employees

a. All eligible permanent employees who have been downgraded without personal cause and not at their own request shall be entitled to priority referral for noncompetitive consideration for repromotion. Such employees shall be entitled to priority referral and consideration only to

vacancies for which they are qualified up to the grade level or the equivalent level of the position from which downgraded. Such eligibles will be referred to the selecting management official before the referral of other candidates not entitled to preferred placement by applicable regulations. A repromotion eligible who declines consideration or selection is removed from consideration at that grade or lower, as provided in applicable regulations in place at the time of this agreement.

b. When eligibles on grade retention are referred for repromotion, management must select from among those eligibles before using other, lower priority sources. When eligibles on pay retention are referred for repromotion, management is required to consider those eligibles, but selection is not mandatory.

## **ARTICLE 30 CONTRACTING OUT**

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### Section 1. General

a. The Employer and the Union will cooperate and communicate to the maximum extent possible concerning Commercial Activities (CA) issues. The Employer shall provide the Union, without charge, a list of all CA affecting the bargaining unit, and who is performing the work, which shall be current as of the effective date of this Agreement.

b. Management agrees to notify and consult with the Union regarding any anticipated review of a function for contracting out that could affect bargaining unit positions.

c. The Employer will abide by all applicable laws, rules, and regulations concerning contracting out to include 10 USC 2467 and OMB Circular A-76. Where such procedures are listed below, this is done for instructional purposes only.

d. It is agreed and understood that disputes over the application of OMB Circular A-76 will be handled through the A-76 appeals process and will not be subject to the negotiated grievance procedures.

### Section 2. Joint Participation

a. As provided in OMB Circular A-76 and/or other laws, the Employer will provide, as a minimum but not limited to, the following: At the earliest possible stages, representatives of labor organizations, on behalf of members of the bargaining unit, may participate in an advisory capacity on the Base Cost Comparison Steering Group (BCCSG). Management, employees, and their representatives should be engaged in a partnership to gather workload data and develop performance standards and recommendations for improved operational performance. Participation is permitted based upon the exchange of data, ideas, problems, concerns, and solutions. This participation/consultation shall occur at least monthly as required by 10 USC 2467. Participation is not permitted in meetings where sensitive source selection information is

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discussed or when management decisions are made. Management retains the responsibility for all final decisions related to the PWS, QASP (or Performance Measurement Plan), Management Plan (includes MEO, QASO, Government Cost Estimate, etc.) and Technical Performance Plan.

b. The Employer shall notify the Union in writing when a contracting study is underway.

c. A Union representative will be permitted to participate in the “walk through” held for potential bidders.

### Section 3. Information

a. The Employer will provide to the Union in a timely manner copies of pertinent information relative to the contracting out, to the extent permissible under law, rule, or regulation. Any questions regarding requests for information or access to documentation will be jointly addressed by labor and management as soon as they arise.

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.

c. Briefings will be held with affected bargaining unit employees at appropriate intervals for the purpose of providing timely information concerning CA studies. The Union will be given the opportunity to participate in such briefings.

d. Any questions about information under this Agreement or requested by the Union will be discussed as soon as they arise.

### Section 4. Appeals

a. The Employer and the Union recognize the right of first refusal required by OMB Circular No. A-76 and its Supplement. Declining to exercise the right of first refusal due to displacement by contracting out shall not be deemed to be a waiver of any appeal grievance rights by a bargaining unit employee he/she may have under the applicable law, regulation, and this agreement.

b. The Employer agrees that, to minimize adverse effects on bargaining unit positions and employees affected by a contracting out decision, it will use attrition and restrict new hires to the maximum extent possible, to place affected employees in continuing positions.

Section 5. Bargaining. When the Employer determines that bargaining unit work will be contracted out or within 15 days of receipt of contract approval from higher headquarters, the Employer will notify the Union of the final decision on contracting out of work performed by bargaining unit employees. The Employer will extend an opportunity to the Union to meet and negotiate appropriate arrangements for affected employees of the bargaining unit to the extent there are remaining issues not already bargained.

**ARTICLE 31**  
**SUPERVISOR'S RECORD OF EMPLOYEE**  
**(AF Form 971)**

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Section 1. The supervisor's record of the employee will be used in accordance with applicable regulations to record events in the employee's work history. These records may include but are not limited to: Position Description (or Core Document), Automated AF Form 971, career brief, training records, notes of SF-50s (Notices of Personnel Action), awards, leave records, counseling notes or memos, or records of disciplinary comments/actions. These records are to assist the supervisor in maintaining records of the employee's work effort, abilities and job performance. The employee will have the right to review the supervisor's record of the employee at reasonable intervals and upon reasonable notice. The supervisor will provide access as soon as workload and scheduling will permit, but not longer than 72 hours after the employee's request.

Section 2. Employees will be given the opportunity to read and initial entries related to conduct or performance issues made in the AF Form 971. Such opportunities will be given at the time of entry by the supervisor, or, if that is not possible, at the earliest convenient time thereafter. This opportunity will be provided during the counseling session or within a reasonable timeframe thereafter. Such AF Form 971 entries may be made at the point that a trend has developed, but in general it is the intent of the parties that supervisors provide timely feedback to employees on such issues. The employee's initial shows awareness of the matter, but not necessarily agreement therewith.

Section 3. The AF Form 971 and related records will be safeguarded and stored in a manner to insure that access to such records is limited to supervisors or other agency officials as appropriate to the circumstances and in compliance with the Privacy Act and related directives.

Section 4. Counseling sessions conducted by supervisors and management officials with unit employees and entries in the AF Form 971 recording such counseling are not considered discipline.

Section 5. Progress reviews will be annotated in the supervisor's record of the employee (AF Form 971) and will be initialed by the employee. The employee's initials do not necessarily signify agreement

**ARTICLE 32**  
**ALTERNATE DISPUTE RESOLUTION**

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Section 1. The Parties may agree to use a variety of Alternate Dispute Resolution procedures to try to resolve selected problems which will occur in the day to day relationship of the parties. Either Party may request the use of ADR to resolve issues such as grievances or discrimination complaints. Time limits of the grievance procedure will be extended when the Parties elect to use ADR.

Section 2. In the case of Unfair Labor Practice allegations, both Parties will usually attempt to settle such issue informally prior to filing a complaint with the FLRA.

Section 3. The goal of ADR is to resolve problems promptly, in a WIN/WIN manner. No fault settlements may be appropriate to craft effective solutions, without allocating blame, which will contribute to improved relations between the Parties.

Section 4. The Parties recognize that ADR is an important element of successful Partnership efforts and will jointly support the growth of this concept.

### **ARTICLE 33 NEGOTIATED GRIEVANCE PROCEDURE**

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

Section 2. Scope. The Grievance Procedure agreed upon herein shall be the sole procedure, applicable only to the Employer, The Union, and Bargaining Unit Employees, for the consideration of grievances. For the purposes of this negotiated agreement:

a. An Employee Grievance is defined as any dissatisfaction, dispute, or complaint by a Bargaining Unit Employee against the Employer concerning conditions of employment to include personnel policies, practices, and matters affecting working conditions of the employee which are within the authority of the Employer.

b. A Union Grievance is defined as a dispute concerning the interpretation or application of this Agreement, or misapplication of any law or regulations affecting bargaining unit conditions of employment when the matter relates to overall operations or policies. A Union Grievance shall be submitted by the Union President, or designee.

c. An Employer Grievance is defined as a dispute concerning the interpretation or application of this Agreement, or misapplication of any law or regulation affecting bargaining unit conditions of employment when the matter relates to overall operations or policies. An Employer Grievance shall be filed by the Civilian Personnel Officer, or designee to the Union President.

Section 3. Exclusions. Matters excluded from consideration under the Grievance procedure include, but are not necessarily limited to the following:

- a. Any claimed violation related to prohibited political activities.
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal for National Security Reasons, Section 7532.

- d. Any examination, certification, or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.
- f. Informal and proposed disciplinary actions.
- g. Matters for which no form of personal remedy is specified by the grievant.

Section 4. Appeal and Grievance Option. An employee affected by discrimination may file a grievance under this procedure or an EEO complaint, but not both. An employee who is removed or demoted to a lower graded position based on unacceptable performance or adverse action may file a grievance under this procedure or appeal the action to the Merit Systems Protection Board, but not both. An employee has made an election of forum (chosen which avenue they wish to use) pursuant to 5 USC 7121(e) only when the employee files a timely EEO complaint, a timely notice of MSPB appeal, or a written Step 1 grievance.

Section 5. Question of Grievability. In the event either party should declare a grievance nongrievable or nonarbitrable, the original grievance shall be considered amended to include this issue. The Employer agrees to raise any question of grievability or arbitrability of a grievance within the written answer in Step 3 of this procedure. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

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

Section 7. Procedures--Employee Grievances. The following procedure shall be exclusively used for the submission of employee grievances to the Employer under this Article.

Step 1

Any grievance shall be filed with the first level supervisor/foreman. Grievances should be filed in writing and should state that it is a grievance. The grievance may be presented by the concerned employee, with or without a union representative. Grievances must be presented within 21 calendar days from the date of the occurrence of the event which gave rise to the grievance. When the employee identifies the problem to the supervisor/foreman, a written answer will be provided within 7 calendar days. The union representative must be present if the employee so desires. However, if an employee presents a grievance directly to the Employer on

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his own behalf without union representation for adjustment consistent with the terms of the agreement, the Union must be notified and given the opportunity to have a union representative present to protect the rights of the bargaining unit at this or any other step.

### Step 2

If the grievance is not resolved at Step 1, will be presented within 7 calendar days to the squadron commander. The Union could, with the agreement of management, add an issue related to the present grievance after the first step. If management does not agree, the Union could request an extension to go back to the first step. Timeliness of the new issue would be judged on when the issue is raised. The squadron commander will meet with the employee and/or Union representative within 7 calendar days after receipt of the grievance. The squadron commander shall provide a written answer within 7 calendar days after the meeting.

### Step 3

If the grievance is not settled at Step 2, the employee and/or union representative may, within 7 calendar days, forward the grievance to the Commander, 60 Support Group for further consideration. The Commander will review the grievance, schedule a meeting to consult with the employee and/or union representative within 7 calendar days, and give the employee and/or union representative the written answer within 7 calendar days after the meeting.

Section 8. If the grievance is not satisfactorily settled at Step 3, the Union President or his designee may refer the matter to arbitration.

Section 9. All time limits in this article may be extended by mutual consent. Refusal on the part of either party to meet any of the time requirements of the procedure will mean that the refusing party agreed to the position of the other party. Failure on the part of either party to meet any of the time requirements of the procedure will mean that the other party may elevate the grievance to the next step.

### Section 10. Union Grievances

Union grievances are submitted in writing by the Union President or a designee to the Commander, 60th Support Group. After receiving the package, the Commander and the Union President or designee will meet within seven calendar days after receipt of the grievance to discuss it. The Commander shall give the Union a written decision within 10 calendar days after the meeting. If the Union is dissatisfied with the decision rendered in this Section, it may invoke arbitration in accordance with Article 35.

Section 11. Employer Grievances. Employer grievances are submitted in writing by the Commander, 60th Support Group to the Union President. The Union President or a designee and the Commander will meet within seven calendar days after receipt of the grievance to discuss it. The Union shall give a written decision within 10 calendar days after the meeting. If the Employer is dissatisfied with the decision of the Union rendered in this Section, it may invoke arbitration in accordance with Article 35.

**ARTICLE 34  
ARBITRATION**

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Section 1. If a grievance is not resolved through the negotiated grievance procedure, the Union or the Employer may, within twenty (20) calendar days of the final decision, invoke arbitration by notifying the other party in writing. The Union or the Employer may request expedited arbitration, if applicable. Even though arbitration has been invoked, this does not preclude ADR/settlement efforts.

Section 2. Within five (5) workdays from the date of the request for arbitration, the Parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five (5) persons qualified to act as arbitrators.

Section 3. The Parties agree to share equally all costs of arbitration to the extent permissible by law and/or regulation. The arbitration hearing will be held, if possible, on the Employer's premises during normal duty hours. Employees required to be present at the hearing shall be in a duty status.

Section 4. The arbitrator will be requested to render a decision as quickly as possible.

Section 5. The arbitrator's decision will be limited to the grievance presented and must be answered within the framework of this Agreement. Any questions of interpretation of agency regulations will be referred to the Office of Primary Responsibility (OPR) for interpretation. If the Employer or the Union cannot accept the arbitrator's award, then either Party may file an exception to the award with the Federal Labor Relations Authority (FLRA) under applicable regulations and procedures. The Party taking exception will assure notification of the other Party including service of applicable documents as required by regulation or procedure.

Section 6. Conventional Arbitration:

a. Selection of Arbitrator:

(1) Within ten (10) calendar days of receipt of said list from FMCS representatives of the Parties shall meet to select an impartial arbitrator. Failing to reach agreement on one of the names on the list, representatives of the Union and the Employer shall alternately strike one arbitrator's name from the list of five (5) arbitrators until only one (1) name remains. Initial striking shall be determined by chance. The remaining name shall be the duly selected arbitrator.

(2) If a Party refuses to participate in the selection of an arbitrator, the case shall be deemed resolved in favor of the other Party.

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b. Upon notification through FMCS to the arbitrator of their selection, representatives of the Employer and Union shall jointly make arrangements for the hearing on a mutually acceptable date. The Parties shall make every effort to schedule arbitration hearings arising hereunder within thirty (30) calendar days of notification by the selected arbitrator of their availability.

c. The cost of a shorthand reporter or transcript 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 that a transcript be prepared but must bear all costs incurred in its preparation, and provide the other party a copy.

d. The arbitrator shall have the authority to make all grievability and/or arbitrability determinations. Questions of arbitrability shall be submitted to an arbitrator by brief, and decided prior to a hearing, unless otherwise mutually agreed upon. If the arbitrator determines there is a reasonable basis that the issue is arbitrable, they will hear the merits of the underlying grievance and decide the issues together.

(1) The arbitrator's authority is limited to deciding only the issue or issues considered in the formal grievance. If the Parties fail to agree on a joint stipulation of the issue for arbitration, then each shall submit a separate stipulation and the arbitrator shall determine the issue or issues to be heard.

(2) The order of proceedings will be determined by the arbitrator.

(3) The arbitrator's award shall be binding on the Parties and implemented upon receipt, unless appealed. Either Party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority (FLRA).

(4) If an arbitrator's decision alters the management action in any way, the personnel document placed in the Official Personnel Folder will be similarly changed, or canceled and removed, as appropriate.

(5) Any dispute over the application or interpretation of an arbitrator's award, including remanded awards, shall be returned to the arbitrator for settlement.

e. The Employer agrees that a reasonable number of relevant witnesses, who are employees of the Employer and who are otherwise in a duty status, shall be excused from duty to provide testimony in arbitration hearings arising under this article. Such employees shall not suffer a loss of pay or charge to leave. In order to provide for availability, the Employer must receive a list of proposed witnesses, in writing, at least seven (7) calendar days prior to the scheduled hearing date of the arbitration. Such witnesses will be provided a reasonable amount of duty time to prepare for arbitration.

Section 7. Expedited Arbitration:

a. General: The Parties agree that individual employee grievances on matters listed below may be arbitrated using the expedited procedure if mutually agreed. Group grievances may be included by mutual agreement. Awards rendered in this expedited procedure will have no precedential value.

b. Grievances involving the following issues may be arbitrated under this procedure if mutually agreed.

- (1) Decision to Reprimand.
- (2) Oral admonishment.
- (3) Suspensions of three (3) days or less.
- (4) Appraisals.
- (5) Entries on AF-971 file.
- (6) Promotions.

c. Further, by mutual agreement in writing, the Parties may use the Expedited procedure on other issues.

d. Invoking Expedited Arbitration: If the Union wishes to invoke expedited arbitration, the Union President, or designee, must present to the Labor Relations Officer a written request for expedited arbitration within ten (10) workdays of the Step 3 decision. If mutually agreed to use expedited arbitration, the Labor Relations Officer will arrange for a hearing to be held on a mutually agreed upon date. The hearing will be held within twenty-five (25) calendar days of receipt of the written request to invoke expedited arbitration.

e. Conduct of Hearing: Either Party may use up to five (5) witnesses (unless it is determined by mutual agreement or the arbitrator that more are necessary) and may present evidence and exhibits in support of their respective positions. There will, however, be no formal rules of evidence and no transcripts. Pre or post hearing briefs may be filed if desired at the option of either Party. The arbitrator must render a written award postmarked not later than three (3) workdays after the conclusion of the hearing. The arbitrator's fees and expenses will be submitted to the Parties concurrent with the award.

f. Selection of Arbitrators: A permanent alphabetized list of five (5) arbitrators, established by the Parties, will be used in a fixed rotation. The alphabetical rotation for selection of an arbitrator will be followed until an arbitrator is available. If the Parties cannot agree on the permanent list, there will be no expedited procedure.

g. Arbitrator Fees: Arbitrators under this procedure will be compensated at the rate of their actual fee per hearing day plus travel expenses. There will be no reimbursement to the arbitrator for expenses incurred for post hearing study or writing. The fee will be equally paid by the Parties.

Section 8. Observer. The Union may have an observer present at arbitration hearings for training purposes.

## **ARTICLE 35 PAYROLL WITHHOLDING OF UNION DUES**

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Section 1. The employer shall deduct union dues from pay of all eligible employees of the bargaining unit who voluntarily authorize such deductions in accordance with the provisions set forth herein.

Section 2. Union dues shall be deducted by the employer from the employee's pay each payroll period when the following conditions have been met:

- a. the employee is a member in good standing of local 1764;
- b. the employee's earnings are regularly sufficient to cover the amount of the allotment;
- c. the employee has voluntarily authorized such a deduction on Standard Form 1187 (SF 1187) supplied by local 1764;
- d. the union through its authorized official has completed and assigned Section A of such form on behalf of local 1764; and
- e. such completed form has been turned-over to the payroll office by the union.

Section 3. It will be the responsibility of the union to purchase the forms (SF 1187), distribute them to its members, certify as to the amount of dues, and inform and educate its members as to the use and availability of the SF 1187.

Section 4. SF 1187 may be submitted at any time to the payroll office. Deduction of union dues shall begin with the first pay period which occurs after receipt of SF 1187 by the payroll office.

Section 5. The amount of the union dues to be withheld each pay period from an employee's salary will be certified by the president, vice president, or secretary-treasurer of the union. The amount will be shown on the SF 1187 authorizing the allotment. This amount will remain unchanged until the union president, vice president, or secretary-treasurer certifies to the payroll office that the amount of the dues has changed. Changes in the amount of the allotment may not be made more frequently than twice per year. In addition, the employer agrees to allow employee-requested and union-certified changes in individual employee allotments (i.e., as

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dictated by change in dental plan options, etc.). Such changes will be made the first pay period following receipt of a new SF 1187 completed for this purpose, and will not exceed two (2) changes per year per member.

Section 6. An employee's voluntary allotment for payment of 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 local 1764;
- b. when the employee leaves the unit as a result of any type separation, transfer, or other personnel action (including temporary promotion or detail effected by an SF-50). (Note: When and if the individual returns to the bargaining unit upon expiration of the detail or temporary promotion, dues withholding will automatically resume).
- c. receipt by the employer of notice from the union that the employee has been suspended or expelled or has ceased to be a member in good standing with the local. Such notice shall be promptly forwarded by the union to the employer;
- d. when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DoD.
- e. The Employer will add to the Base Clearance Sheet that union members must clear through the Union Office in Bldg 245.

Section 7. It shall be the responsibility of the union to promptly notify the payroll office in writing when a member who has authorized dues withholding is suspended or expelled from the union.

Section 8. An allotment for the deduction of an employee's union dues may also be terminated by the employee through submission to the employer of an SF 1188 or individual substitute properly executed by the individual employee. A termination of allotment under this section shall be effective with the first full pay period following 1 September, provided the revocation is received by the payroll office by 1 September, and provided that the employee has been on dues withholding for at least one (1) year as of that date. Otherwise, the termination of the dues withholding allotment will be delayed until the one (1) year no-revocation period requirement has been met. The union may request a list prior to September of each year of employees who have submitted SF 1188s.

Section 9. The employer shall transmit to the union's authorized official promptly, after each regularly scheduled pay period, the following:

- a. a remittance check for the total amount withheld for dues for that pay period;

b. a listing of names and amounts withheld. The list also includes the names of those employees for whom deductions have been permanently or temporarily withheld and the reasons therefore. The remittance of dues withheld each pay period will be mailed to the proper union address, as directed by the union;

c. the parties agree that DFAS consolidation of payroll functions may result in a change of the normal mailing time. In addition, the parties agree that the option for the union of direct-deposit of dues will be explored.

**ARTICLE 36  
SUPPLEMENTATION and DURATION  
OF AGREEMENT**

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Section 1. This agreement may be reopened for the purpose of negotiating a supplement to the agreement only under the following specific conditions:

a. Not earlier than one hundred and five (105) calendar days nor later than sixty (60) calendar days before the eighteen (18) month anniversary of the effective date of this agreement, either party may notify the other party of its intent to reopen up to five (5) articles. Such notification will be in writing and does not require mutual agreement to reopen. Negotiations will begin within thirty (30) days or other mutually agreeable date. The other party shall also have the option to open up to five (5) articles.

b. The agreement may also be reopened at any time by mutual agreement of the parties. The party who is requesting reopening under this subsection must make its request in writing accompanied by a list of articles or issues involved.

Section 2. Supplemental agreements or amendments to this agreement that are entered into by the parties shall become a part of, and shall terminate at the same time as, the agreement unless otherwise expressly agreed to by the parties in writing.

Section 3. Duration. This agreement will remain in effect for three (3) years from the date it is approved by the Department of Defense or as stated in 5 USC 7114.

Section 4. Automatic Renewal. This agreement is automatically renewed for one (1) year unless either party notifies the other in writing of an intention to negotiate a new agreement. This notification must be made during the 105 to 60 day period prior to expiration.

**In witness whereof the Parties hereto have executed this Agreement  
on this \_\_\_\_\_ day of \_\_\_\_\_, 2001.**

**For the American Federation of  
Government Employees,  
Local 1764**

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**For Travis Air Force Base,  
California**

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