

MEMORANDUM OF AGREEMENT
BETWEEN
MAFB, USAF REGIONAL HOSPITAL
MACDILL
AND
AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES
LOCAL 547, UNIT 5

MEMORANDUM OF AGREEMENT

Between

AFGE Local 547, Unit #5 and USAF Regional Hospital, MacDill AFB, FL

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	Preamble	i
1	Exclusive Recognition and Coverage of Agreement	1
2	Provisions of Law and Regulation	2
3	Matters Appropriate for Negotiation	3
4	Impact Bargaining	4
5	Rights of Employees	5
6	Rights of the Union	8
7	Rights of the Employer	9
8	Union Representation	10
9	Union-Management Cooperation	15
10	Hours of Work and Basic Work Week	16
11	Overtime	21
12	Holidays	24
13	Annual Leave	25
14	Sick Leave	29
15	Other Leave of Absence	35
16	Promotions and Details	37
17	Conduct and Discipline	42
18	Reduction-in-Force and Reemployment	45
19	Position Classification	47
20	Employee Development	50
21	Performance Appraisals	52
22	Professional Associations and Meetings	54
23	Safety and Health	55
24	Special Tools and Clothing	59
25	Civic Responsibilities	60
26	Travel	62
27	Equal Employment Opportunity	64
28	Facilities and Services	67
29	Dues Withholding	71
30	Negotiated Grievance Procedure	73
31	Arbitration	81
32	Impasse and Non-Negotiable Issues	84
33	Locality Wage Surveys	85
34	Duration of Agreement	86
	Authentication	87

MEMORANDUM OF AGREEMENT

PREAMBLE

This Memorandum of Agreement is executed pursuant to Public Law 95-454 (the Statute) and the exclusive recognition granted Local 547, Unit Number 5, American Federation of Government Employees, AFL-CIO, hereafter referred to as the Union, by and between the Union and the Base Commander, MacDill Air Force Base, Florida, hereafter referred to as the Employer.

The parties to this agreement recognize that they have a mutual and cooperative interest in the effective accomplishment of the mission of the USAF Regional Hospital , MacDill Air Force Base, and that these interest are furthered by the establishment and maintenance of a sound program of employee-management cooperation pursuant to the Statute. It is further recognized that employees have the right to organize and express their views collectively; that participation of employees in the formulation and implementation of personnel policies which affect them contributes to the effective conduct of Air Force business; And that the efficient administration of the Air Force and the well-being of its employees require orderly and constructive relationships between Union and Management officials.

In consideration of the mutual covenants set forth herein, the parties hereto intending to be bound thereby, agree as follows.

ARTICLE 1

EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1:

The Employer recognizes the Union as the exclusive representative of all employees in the Unit as defined in Section 1.2 below. Such recognition shall continue as long as the Union is representative of the employees under the criteria set forth for exclusive recognition by the Statute, Public Law 95-454. The Union recognizes the responsibility of representing in good faith the interest of all employees without discrimination and without regard to membership status in the Union.

Section 1.2

The Unit to which this Agreement is applicable is composed of all professional and non-professional employees paid from appropriated funds, except managers and supervisors, of the the USAF Regional Hospital, MacDill Air Force Base, Florida.

ARTICLE 2

PROVISIONS OF LAW AND REGULATION

Section 2.1:

It is agreed that in the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the Agreement was approved; and by subsequently published policies and regulations required by law or by regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

Section 2.2

It is agreed that representatives of the Employer and the Union shall meet at reasonable times and negotiate in good faith with respect to personnel policies, practices, and matters affecting working conditions under applicable laws and regulations of higher authority.

ARTICLE 3

MATTERS APPROPRIATE FOR NEGOTIATION

Section 3.1:

It is understood that wherever management issues any changes to personnel policies, practices, and matters affecting working conditions of employees of the bargaining unit, management will first seek the views of the Union prior to actual implementation of such a change. Should the Union decide to provide its views to management concerning the proposed change, and also to identify adverse impacts that the Union believes may result in such a proposed change, the Union will provide its views under the terms as outlined in Article 4 dealing with Impact Bargaining.

Section 3.2:

Consultation or negotiation with the Union or its representatives will be conducted at a mutually agreed noon time during normal duty hours. The employer will establish the normal tour of duty and hours of operation in accordance with the base regulation.

Section 3.3:

If, subsequent to the approval of this agreement, the parties reach an accord on a change to a personnel policy, practice or matter affecting working conditions Which is reduced to writing, that agreement shall survive until:

- a. it expires by its own terms;
- b. the parties mutually agree it shall no longer be binding;
- c. a new agreement is negotiates as prescribed under Article 34 herein.

ARTICLE 4

IMPACT BARGAINING

Section 4.1:

When management significantly changes or implements new policies, practices or matters affecting working conditions, the Union's views will be sought, prior to the implementation of such change. Management will provide the Union with sufficient advance notice with adequate detail to permit the Union to understand the issues and provide meaningful comments. The Union agrees to submit its views, identify specific adverse impacts, if any, and when applicable, submit its proposals dealing with the specific impacts that will be experienced by the employees concerned. The Union agrees to provide appropriate information to the Employer within 10 calendar days from the date it was initially notified of the proposed change. Should the Union request negotiations, the Employer will schedule negotiations as soon as practical. In no event will management implement the change until impact bargaining has begun. Should, through the course of impact bargaining the parties agree to certain stipulations, such agreements will be placed into effect at the completion of impact bargaining.

ARTICLE 5

RIGHTS OF EMPLOYEES

Section 5.1:

a. each employee shall have freely and without fear of penalty or reprisal, the right to form, join, or assist any labor organization or to refrain from any such activity. Except as otherwise provided, such rights include the right:

(1) to act for labor organizations in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities, and

(2) to engage in collective bargaining with respect to conditions of employment through representative chosen by employees as outlined in the Statute.

b. The Employer shall take the action required to assure that employees in the Unit are apprised of their rights, under the Statute and that no interference, restraint, coercion, or discrimination, is practiced within the Unit to encourage or discourage membership in a labor organization.

Section 5.2:

The employer and the Union agree that the rights described in this Article do not extend to participation in the management of the labor organization or acting as a representative of such an organization by a supervisor, except as provided in the Statute. 3 1

Section 5-3:

Each employee, regardless of whether s/he is a member of the labor organization shall have the right to bring matters of a personal concern to the attention of appropriate officials under applicable laws, rules, regulations or established agency policy.

Section-5.4:

Nothing in this agreement shall require an employee to become or remain a member of the labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The requirements of this section apply to all supplemental, implementary, subsidiary, or informed agreements between the Employer and the Union.

ARTICLE 5, RIGHTS OF EMPLOYEES continued

Section 5.5:

a. The Supervisor's Employee Brief is a document that is maintained by the employee's immediate supervisor. The employee's Official Personnel Folder (OPF) is maintained by the CCPO. Employees' or their official designated representative, who is designated in writing by the employee, may have access to the Supervisor's Employee Brief and the OPF. Should the Union seek information contained in the Supervisor's Employee Brief or OPF, the Union must obtain written authorization from the employee to be submitted to the supervisor for information in the Supervisor's Employee Brief and to the Civilian Personnel Office for information in the OPF.

b. When a supervisor documents a record of counseling that is adverse or derogatory to the employee, the supervisor will identify the supervisor's reasons for conducting the counseling and will also include the employee's views that may be given to the supervisor by the employee. After the written documentation is placed on the Supervisor's Employee Brief, the supervisor will allow the employee to read the documentation and to initial the entry. The initial does not in anyway indicate the employee's agreement or disagreement with the counseling, but merely that the employee has read and understands the written documentation. The employee, nevertheless has the right to grieve the written documentation. Further, the parties agree that any disciplinary action will only be taken when it is appropriately documented on the Supervisor's Employee Brief.

Section 5.6:

During any examination of an employee represented by the Union in connection with an investigation, the employee may have representation if the employee reasonably believes that the examination may result in a disciplinary action against the employee and the employee requests representation. Should the employee choose to exercise this right and so informs the supervisor or management official, no further examination nor questioning will take place until the employee's representative is present. To prevent unnecessary delay in the investigatory process, the representative will be given 24 hours notice whenever the employee requests representation. The representative may request an extension when unable to adhere the 24 hour notice.

ARTICLE 6

RIGHTS OF THE UNION

Section 6.1:

The Union, as the exclusive representative of all the employees in the Unit, is entitled to act for and to negotiate agreements covering all employees in the Unit. It is responsible for representing the interest of all employees in the Unit without discrimination and without regard to Union membership.

Section 6.2:

The Union shall have the opportunity to represent members of the bargaining unit in the course of adverse actions, grievances, and appeal proceedings. In the event the employee declines representation by the Union, the Union may have an observer at appeal proceedings, subject to the wishes of the employee, and ruling of the Examiner. The Union observer in such a hearing, shall have the right, subject to the ruling of the Examiner, to make the views of the Union known at the appropriate time and these views may become a part of the record of these proceedings.

Section 6-3:

It is agreed that any prior benefits that have been agreed to and signed by the parties will not be changed unless such changes are bargained accordingly.

ARTICLE 7

RIGHTS OF THE EMPLOYER

Section 7.1:

Nothing in this agreement shall affect the authority of any management official:

- a. To determine the mission, budget, organization, number of employees and internal security practices of the agency; and in accordance with applicable laws:
 - (1) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - (2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operation; shall be conducted;
 - (3) with respect to filling Positions, to make selections for appointments from:
 - (aa) among properly ranked and certified candidates for promotion, and
 - (bb) any other appropriate sources; and
 - (4) to take whatever actions may be necessary to carry out the mission of MacDill AFB during emergencies.

Section 7.2:

Management further retains the right not to negotiate with the Union on any matter affecting the numbers, types and grade of employees, or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

Section 7.3:

The right to make rules and regulations and to develop policies, procedures or programs which may affect the employees of the unit shall be considered an acknowledged function of the Employer. However, management will meet with the Union in accordance with Article 4 (Impact Bargaining) of this agreement.

ARTICLE 8

UNION REPRESENTATION

Section 8.1:

The Employer agrees to recognize the Unit Vice President and stewards duly authorized or elected by the Union. The Unit Vice President and stewards will be eligible employees of the Unit. The Employer and the Union agree that seven (7) stewards, excluding the Assistant Chief Steward, is the maximum number to be appointed. The Assistant Chief Steward is responsible for the overall supervision of stewards in the performance of the steward-type duties. The Employer and the Union agree that assignments of stewards will be at the discretion of the Union; however, these assignments will be made so that no more than one (1) representative, elected or appointed, will be from each Ward in Nursing Services. Additionally, the Union agrees to utilize all stewards in order to provide each Unit employee with reasonable access to a steward.

Section 8.2:

Within ten (10) days from the date of any change, the Union agrees to furnish the Labor Relations Officer in the CCPO and the Hospital Administrator's Office, a complete roster of Union officials and stewards, which will consist of the name and duty telephone number.

Section 8-3:

It is agreed by both parties that it is desirable to solve problems at the lowest level by the persons directly concerned, and to open the lines of Union-Management communication at all levels of organization. Therefore, when consultations/negotiations are necessary, due to problems occurring at a Unit level, the ones involved should be the employee, the first level supervisor and the Steward. If the problem cannot be settled, then the parties agree to meet on that problem. Should the problem become a grievable matter, then the matter may be pursued under the negotiated grievance procedure.

ARTICLE 8, UNION REPRESENTATION Continued

Section 8.4:

The Employer agrees that Union officials and Stewards, who are Unit employees, will be allowed to engage in activities stated below during duty hours:

- a. To Consult/Negotiate with supervisors and management officials on personnel policies, practices and matters affecting working conditions of employees in the Unit;
- b .When selected by an employee in the Unit to serve as a personal representative during a formal grievance proceeding under the Negotiated' Grievance Procedure.

The Union agrees that it will guard against the use of excessive time whenever business of any nature is transacted during regular working hours. It is further agreed that supervisory approval will be obtained prior to leaving assigned duties to participate in the above activities.

The Union may call to the attention of Management the need for an employee who may be working evening or unusual shifts being unable to attend meetings with management during the day.

Section 8.5:

It is agreed that the following procedures will apply when a Steward or other Union official must leave their duty stations on Union business:

- a . Permission will be requested from the immediate supervisor to engage in activities as outlined in Section 8.4 above. Permission will also be obtained from the immediate supervisor of any employee being contacted for the purpose of conducting Union business. The Union agrees that it will guard against the use of any excessive time whenever business of any nature is transacted during working hours. Any absence of a prolonged nature will be reported to the supervisor in sufficient time to allow rescheduling of work.
- b .Both supervisors will make an effort to insure privacy for the steward and any concerned employee commensurate with the work area.

ARTICLE 8, UNION REPRESENTATION Continued

Section 8.5 Continued:

- c. Stewards will report to their immediate supervisor when they return to their assigned official duties.
- d. Official time used for representational functions will be documented by the supervisor on AF Form 1510. In addition to the departure and return time, the union representative will provide the supervisor with the name of the employee represented and the type of representational functions performed.

Section 8.6:

The Union's activities concerning internal Union management, including but not limited to membership meetings, solicitation of members, collection of dues, posting, and distributing literature, campaigning for and the nomination of officers, conducting elections and any other internal Union functions, will be accomplished outside of the working hours of the employees concerned.

Section 8.7:

All Union officers and stewards may have Access to Government telephones for local on-base use only for the purpose of carrying out assigned Labor-Management responsibilities governed by the Agreement. No Union activity as outlined in Section 8.6 above will be accomplished using official telephones or equipment.

Section 8.8:

Authorized AFGE officials who are not employees of MacDill AFB will be allowed to visit appropriate activities on official Union business to carry out-functions that come within the scope of this Agreement. Advance notice will be given to the CCPO as to who is visiting, who the visitor is going to see and the estimated time the visitor will be on base.

ARTICLE 8, UNION REPRESENTATION Continued:

Section 8.9:

The Employer agrees that there shall be no discrimination nor harassment against an officer of the Union or steward, because of the performance of duties outlines in this Article.

Section 8.10:

The Employer agrees to grant 24 hours of administrative leave each year for each of the nine appointed or elected officials for Union sponsored training. It shall be the option of the Unit Vice President to substitute the member(s) of the Federal Women's Program Equal Employment Opportunity and/or Safety and Health Committee(s), in place of a steward, for training pertinent to their membership(s). Each such substitution will be counted against the annual administrative leave total for the Unit. Such training will be matters of mutual concern to the Air Force and to the employee in his/her capacity as a Union Representative. The Union agrees to provide the Employer with at least three weeks advance notice prior to the scheduled administrative leave request. Management may consider requests for administrative leave with less than three weeks advance notice if the Union provides sufficient justification for the late submission. The Union will make every effort to assure that the training agenda clearly reflects the training that is to be given. A copy of the agenda must include the dates, times, and location of the training. The Employer recognizes that there may be an occasion when the Local may have a need to have a representative attend a Union sponsored training session that would exceed 24 hours. In this event, the Employer agrees to allow the Union to have one exception each year that would permit a representative no more than 40 hours of Union sponsored training for that year. In no event will the total administrative leave granted to the Local exceed Z16 hours per year.

Section 8.11:

The parties recognize that from time to time Union obligations make it necessary for the Unit Vice President to work particular hours. It is agreed that the Unit Vice President may coordinate with his/her supervisor to schedule the Union Vice President's preference of hours to meet these obligations. Should a particular scheduling request from the Union Vice President be denied, the reasons for such denial will be provided in writing to the Union Vice President.

Section 8.-12:

n the event any officer or steward is temporarily assigned to another ward, the provisions of Section 8.1 dealing with the assignment of officers and stewards will not apply for the duration of the temporary assignment.

ARTICLE 9

UNION-MANAGEMENT COOPERATION

Section 9.1:

Representatives of the Union and the Employer shall meet at 1000 hours on the second Wednesday of each month for the purpose of discussing personnel policies and practices affecting working conditions of employees in the Unit. Union representatives shall be on official time. Agenda, if appropriate, shall be exchanged by the parties not later than four working days prior to the agreed upon meeting. Copies of agenda will, at the same time, be furnished to the Base labor Relations Officer in the CCPO.

Section 9.2:

Management's committee will consist Of the CCPO Representative, the Hospital Commander, or his designated representative, and one member at large. The Union committee will consist of two officers of the Union and one member at large.

Section 9.3:

Minutes of each meeting will be taken by hospital management, drafted and submitted to both parties within three working days. Neither party will hold the draft minutes for more than one work day. The minutes will then be typed in final format by management and signed by both parties within three work days. In the event recording devices are desired, it will be at the mutual consent of Union and Management representatives. Should recording devices be used, either party may request, and the other party will agree, to turn off the recording device.

Section 9.4:

Any meeting may be canceled by mutual agreement of the parties.

ARTICLE 10

HOURS OF WORK AND BASIC WORK WEEK

Section 10-1:

- a. The Employer will establish the normal tour of duty and hours of operation. Should management request a deviation from the normal tour and hours, it will encompass the concepts addressed in this agreement as well as the applicable regulatory directives.
- b. Whenever any deviation to the work schedule is being planned by management, a request for either an irregular or uncommon tour of duty will be submitted to the CCPO for technical review. When the review is accomplished, hospital management will provide the Union with advance notice, if possible, prior to the implementation of changing tours of duty in which to permit the Union to provide its views. The Union agrees to submit its views in accordance with Article 4, Impact Bargaining. Both parties agree that management retains the right to implement the proposed tour of duty even though impact bargaining is in process or is scheduled.

Section 10.2:

Except as provided in Section 3, the normal work day will consist of eight hours of work, exclusive of a non-paid meal period. A non-paid meal period is the employee's own time, and should not be interfered with, nor shall s/he be prevented from leaving the work area. Ordinarily no employee, having non-paid meal periods will be required to have their lunch period earlier than three, nor later than five consecutive hours after their shift begins. If employees having non-paid meal periods are required or not relieved of their duties during such meal periods, overtime or compensatory time will be paid in accordance with the Fair Labor Standards Act, or other applicable laws and regulations.

ARTICLE 10V HOURS OF WORK AND BASIC WEEK Continued

Section 10-3:

Where employees are required to work a rotational shift operation, the day shift shall consist of eight hours of work in addition to a 30 minute non-paid meal period, and the work day of all other shifts, shall consist of eight hours, including a 20 minute paid lunch period. The starting and quitting times of tour of duty will not be affected by practice disaster exercises. The employee will assume or be relieved of duties as scheduled. Where paid lunch periods are in effect, employees must spend their time in close proximity to their work stations to be available for call, and in no event will employees leave the hospital facility.

Section 10.4:

- a. The Employer agrees all employees will be rotated on a fair and equitable basis. Employees may submit a written request to work evening or nights for an indefinite period of time in their respective unit. The supervisor receiving the written request will examine the employees' request and provide a written response, approving or denying the request. When more than one request is received, the supervisor will give consideration to the employee's length of service in the USAF Regional Hospital, total federal service, and continuing medical education requirements, when applicable. Should the employee's request be denied, written reasons for denial will be provided to the employee. Each employee in a designated unit may place their preference for a specific shift with their supervisor for consideration in regard to their rotation of duty hours.
- b. The Employer will make every reasonable effort to see that where more than three tours of duty are in effect, employees will rotate only two tours of duty in a given two week period. If an employee is scheduled a tour of duty, they shall work a minimum of five (5) consecutive days and a maximum of seven (7) consecutive days of that tour before changing to another tour of duty. The off days will be consecutive whenever possible.

ARTICLE 10, HOURS OF WORK AND BASIC WORK WEEK Continued:

Section 10.5:

Work schedules will be planned on an equitable work basis for like categories of employees in each division and service. Work schedules will be posted two weeks in advance in appropriate work areas covering a two week period. When an employee's tour of duty or hours of duty are changed, after being posted, the supervisor will notify the affected employee of the change as soon as possible. Days off and/or tours of duty may be exchanged by written mutual consent of the parties affected and approval of the supervisor in accordance with current regulations. No time change will be made for the sole purpose of eliminating overtime, night differential, Sunday differential, or holiday pay, after posting of the hours.

Section 10.6:

When preparing work schedules for employees who work in those sections requiring 24 hours coverage, supervisors will make every effort to avoid scheduling which results in more than seven (7) work days between off duty days. Normally, no employee will be required to work earlier than 14 continuous hours after completion of a prior shift, or have less than 24 hours off duty preceding a change in tour of duty. Ordinarily, schedules will be established to permit one weekend (Saturday and Sunday) off every fourth weekend. However, should an employee request other days off, or a specific schedule, it may not be possible to grant this fourth weekend off.

Section 10.7:

Work schedules will be kept by the Employer until required to be disposed of in accordance with regulations. The schedules will be made available to employees with regard to specified assignments or changes for information purposes.

Section 10.8:

In the event of an unforeseen shortage of personnel to perform the work, the employees may be required to work overtime in accordance with applicable laws and regulations.

ARTICLE 10, HOURS OF WORK AND BASIC WORK WEEK Continued

Section 10.9:

All employees shall receive the applicable shift differential determined in accordance with applicable pay regulations.

Section 10.10:

No more than five minutes will be allowed employees for the storage, clean-up, and protection of Government property, equipment and tools, prior to the end of the work day. Employees who are required to wear special uniforms on duty will change on duty time.

Section 10.11:

Each employee may be granted a short rest period not to exceed 15 minutes during each four hours of continuous duty. Rest periods may not under any circumstances be continuous of the lunch period, and they may not be granted earlier than two hours after the beginning of the work day and not later than two hours-prior to quitting time, nor shall they be cumulative.

Section 10.12:

When administrative excusal is Authorized because of extreme weather conditions, breakdown of equipment, fires, floods, or other natural phenomena, all eligible employees who report, or who are scheduled to report for work, and whose services are not specifically required, will be excused, as authorized by the Base Commander, in accordance with regulations.

Section 10-13:

If possible, all official travel required will be scheduled during the basic work week. If an employee must travel on any of his/her off duty days, s/he will be paid as authorized by applicable regulations.

ARTICLE 10, HOURS OF WORK AND BASIC WORK WEEK Continued

Section 10.14:

Absences of less than one hour and tardiness should normally be excused by the supervisor if the employee provides adequate justification. If adequate reasons are not given, the absence will be charged to the appropriate leave category as requested by employee. If the absence is charged to annual or sick leave, the charge will be in multiples of one (1) hour. If such leave charge exceeds the period of absence, the employee is not required to work the additional time.

Section 10.15:

Whenever possible, meetings which require the presence of employees in the unit will be accomplished during regular duty hours. Should meetings occur outside the normal tour of duty of an employee s/he will be paid overtime or granted compensatory time according to established directives.

ARTICLE 11 OVERTIME

Section 11.1:

In the event of an unforeseen shortage of personnel to perform the work or meet expanded mission requirements, employees may be required to work overtime in accordance with applicable laws and regulations.

Section 11.2:

Employees required to perform authorized overtime service shall be compensated in accordance with applicable rules and regulations.

Section 11-3:

Overtime will be distributed fairly and equitably to all employees. First consideration for overtime shall be given to those employees who are currently working on the assigned job. Second consideration will be given to those employees who are best qualified to do the job where the overtime is required.

Section 11.4:

Except for unusual or emergency situations, employees assigned to overtime work will be given as much advance notice of such assignments as possible. Notification for planned overtime work on Saturday and Sunday, shall not be made later than noon, Wednesday, except in an emergency. Emergency overtime will be validated only. by approved validating officials.

Section 11.5:

The Employer will, upon written request, relieve an employee from an overtime assignment, provided another qualified employee is available for the assignment and is willing to work. Overtime should not be required if it will impair health or efficiency or cause extreme hardship. Overtime work will not be assigned to employees as a reward or a penalty. If an employee is relieved of an overtime assignment at his/her request, the hours of overtime declined will be considered as overtime hours worked for purposes of determining the equality of overtime distribution.

ARTICLE 11, OVERTIME Continued:

Section 11.6:

No wage grade employee should be required to take time off during any regular shift hours in his basic work week in order to compensate or offset overtime hours worked outside of his regular work shift or basic work week. Wage grade employees will not be authorized compensatory time.

Section 11.7:

General Schedule employees whose basic rate of compensation exceeds the maximum for grade GS-10 may be required by the Employer to take compensatory time off in lieu of overtime pay. Whenever an employee is required to take compensatory time off, s/he will be notified of this requirement at the time s/he is ordered to work overtime. Employees whose basic rate of compensation does not exceed the maximum rate for GS-10 are not required to take compensatory time off in lieu of overtime pay unless they request it. The employee's initials on the time and attendance card constitutes evidence of his/hers request for compensatory time off. When the Employer decides to grant compensatory time off in lieu of overtime pay, generally, the time off period will be scheduled within the next pay period following the one during which the overtime was worked. Where it is not possible to grant the time off by the next pay period, the time off may be scheduled for not later than the end of the fourth pay period, after the one which the overtime was worked. If time off cannot be granted within the fourth pay period, as described herein, payment for the overtime worked will be arranged by the employee's supervisor. The supervisor will attach a letter of explanation to the employee's time and attendance card, explaining the reasons why management could not allow the employee to take his/her compensatory time and annotate the overtime portion of the time card accordingly. If, for personal reasons, the employee fails to take the time off when s/he is scheduled to take it, s/he forfeits the right to compensatory time. Compensatory time off cannot be granted for work performed on a holiday or observed day for which the holiday premium rate is payable.

ARTICLE 11, OVERTIME Continued:

Section 11.8:

An employee is entitled to a minimum of two hours each time they are called back to duty outside of and unconnected with his scheduled tour of duty within the basic work week to perform unscheduled overtime work and will receive at least two hours overtime pay even if his/her services are not required for two full hours.

Section 11.9:

Employees who are required to work overtime in excess of four hours in their work shift would be paid or given a non-paid lunch break in accordance with applicable rules and regulations. Employees who work overtime may be allowed a fifteen minute paid break for every four hours worked. After the work week has begun, no tour of duty will be changed for the purpose of avoiding overtime payment.

ARTICLE 12

HOLIDAYS

Section 12.1:

Employees shall be entitled to holiday benefits consistent with governing rules and regulations in connection with all Federal holidays prescribed by law. Pay for such holidays shall be computed in accordance with governing rules and regulations.

Section 12.2:

If an employee requests from his/her supervisor time off for special religious observances, such time must be repaid, based on actual time used for such purposes, which can be in increments of not less than 15 minutes. This time may be repaid before the occurrence, but not later than four pay periods from date of such use. Otherwise, the amount of time previously taken for religious observances will be charged to annual or leave without pay as appropriate. In no event will overtime be paid for repaid hours worked beyond the employee's tour of duty. The time taken or credited for religious observances will be annotated in the remarks section of the time and attendance card.

Section 12-3:

The assignments to holiday work shall be made by the supervisor from among employees who volunteer for such assignments. If there are no volunteers, the selection will be on a fair and equitable basis. Special attention will be given to equitable rotation of primary holidays such as Thanksgiving, Christmas and New Years. Holiday assignments may be exchanged by mutual consent in writing by employees with approval of supervisor.

ARTICLE 13

ANNUAL LEAVE

Section 13.1:

a. Annual leave will be earned in various amounts depending upon the type of appointment, position held, hours worked and length of service. An employee's request to take annual leave shall ordinarily be granted when the employee has given reasonable notice to the supervisor. The supervisor will consider the annual leave request and approve it contingent upon work load and manpower requirements. Request for annual leave for emergency reasons will be considered on an individual case basis. Should the employee's request for annual leave be denied, the employee will be notified as expeditiously as possible by the supervisor and provided specific reasons for such denial. Should an employee's leave be denied and the employee is in a use or lose category, s/he will be required to immediately reschedule their annual leave in order to avoid forfeiture. Should certain exigencies of the service occur which would require the employee to again forfeit the scheduled annual leave, the supervisor will submit all documentation pertaining to the previous denial of annual leave and the rescheduling records will be forwarded through appropriate channels to the CCPO. The supervisor's request to restore the employee's annual leave will then be examined by appropriate officials.

b. Annual leave will be administered on a uniform and equitable basis as outlined in appropriate laws and regulations. Supervisors will, not later than the first full pay period of each leave year issue written notices to their employees asking for preferred leave requests to be submitted not later than 31 January of that leave year. The supervisor will identify in the notice any time periods during the leave year that the employee may be restricted from taking leave due to work load requirements. The notice should also require employees to submit their first and second preferred leave requests for leave which normally shall be for at least five (5) consecutive days. Upon receipt of the preferred leave request of the employees, the supervisor will examine the requests for possible conflicts. If a conflict exists between two or more employees scheduled at the same time, including the transfer of any employee from one unit to another, the supervisor will meet with the concerned employees in an effort to work out an acceptable compromise. If a compromise cannot be mutually agreed to, then the employee having the earliest service computation date will be given priority for the requested time. The supervisor will, no later than 1 March of the leave year, make a posting of all scheduled leave for the entire leave year. Annual leave that has been requested and tentatively approved in advance, will not be canceled unless a valid emergency is identified and/or anticipated. For death in the

Section 13.1 Continued:

employee's immediate family, or other emergencies, leave will be granted if at all possible. For purposes of this Agreement, "immediate family" is ordinarily the employee's spouse, parent, spouse's parent, grandparent, child, grandchild, brother or sister.

Section 13.2 - ADVANCED ANNUAL LEAVE:

All the annual leave which an employee will earn during the leave year is available for use at any time during the leave year, providing the request for advanced annual leave is approved by the employee's supervisor. The supervisor's annotation "advanced annual leave approved" along with the supervisor's initials in the remarks section of the employee's time and attendance card will be considered to be sufficient documentation for approving any advanced annual leave.

Section 13.3:

If for any reason, the Employer schedules an emergency suspension of operations affecting the employee's of the Unit, every effort will be made to provide work for employee's as appropriate. Should there be employees who do not have sufficient annual leave to their credit, the Employer agrees to advance annual leave to the maximum extent allowed by regulations in order to cover those employees for that particular period of emergency suspension. Ordinarily, employees will be furnished at least 24 hours advanced notice prior to any emergency suspension, but where this is impractical, employees may be placed in an annual leave or leave without pay status if they are notified by the close of the preceding work day.

Section 13.4:

The Employer shall meet and confer with the Union before establishing a local policy for forced annual leave during a period of reduced or suspended operations which are necessitated by managerial reasons or emergency conditions.

ARTICLE 13, ANNUAL LEAVE Continued:

Section 13.5

Any employee applying for leave on a work day which occurs on a special religious holiday associated with a religious faith of the employee, may be granted leave unless that leave will cause undue interruption of work. Also an employee may take appropriate time off for a religious holiday or event as described in Article 12, of this Agreement.

Section 13.6:

Whenever an employee takes annual leave, s/he may request in writing at least four weeks in advance that his/her leave commence on the second day of the work week, i.e., Monday with a preceding Saturday and Sunday given as days off. Consistent with both military and civilian staffing needs of the hospital, such annual leave may normally be granted. Upon termination of leave, an off day may be given (if possible) prior to returning to duty. Weekends during leave time will not be counted towards determining subsequent weekends off.

Section 13.7:

The Employer agrees that any short periods of leave, ordinarily five days or less, may be approved which is consistent with the staffing and work load requirements. Extended annual leave for up to four weeks may be requested by employees for special vacation. When this occurs, employees will attempt to notify their supervisor with as much advanced notice as possible, usually at the beginning of each leave year, as described above.

Section 13.8:

Any annual leave required for formal education purposes will be requested whenever such educational programs are in compliance with existing laws and regulations.

Section 13.9:

General Schedule (GS) employees who are scheduled to receive night shift differential and take less than eight (8) hours of annual leave during that pay period, will receive total hours of differential for the entire shift.

Section 13-10:

Wage Grade (WG) employees, regularly assigned to a night shift schedule on a full-time basis will, during periods of absence with pay, receive the night shift differential.

ARTICLE 14

SICK LEAVE

Section 14.1:

Sick leave will be earned in various amounts depending upon the type of appointment, position held, and hours worked. Usually sick leave is earned at the rate of one hour for every 20 hours worked.

Section 14.2:

Sick leave, if available, shall be granted to regular employees when incapacitated for performance of duties by sickness, injury, quarantine, or illness resulting from immunizations or vaccinations (whether or not required as a condition of employment); for medical, dental, or optical examination or treatment, including periodic physical examinations for retention of status in a Reserve component of the Armed Forces of the National or State Guard; or when a member of an employee's immediate family, with whom S/he is living and may be afflicted with a contagious disease and requires the care and attendance of the employee or when through exposure, to a contagious disease, the presence of the employee at work would endanger the health of others. (Note: any special examination required by the Employer for any purpose **will** be on official time.)

Section 14-3:

Leave for prearranged medical, dental, or optical examinations, or other type of treatment must be requested as soon after the appointment is made as possible. Employees should secure such appointments outside their scheduled duty hours whenever possible. When requesting sick leave, the employee shall notify his/her immediate supervisor or the supervisor's designated representative telephonically as far in advance as possible prior to his/her scheduled tour of duty. All employees will strive to notify their immediate supervisor, or the supervisor's designated representative of their incapacitation for duty not later than two hours before their tour of duty begins. At the time the communication is made, the employee will inform the supervisor, or his/her designated representative as to when s/he anticipates returning to duty if known. If telephone facilities are not available, mail channels should be used on first day of the requested sick leave. In unusual circumstances, or emergency situations, the above procedures would not apply. Additionally, if the employee is not capable of communicating his/her desire for leave, s/he may have someone on his/her behalf communicate the employee's desire for leave. Unless a supervisor hears from the employee within the second hour of the tour, absence without leave (AWOL) charges will be recorded on the time and

ARTICLE 14,-SICK LEAVE Continued:

Section 14.3 Continued:

attendance card at the end of the tour. If circumstances exist or subsequently reveal that the employee was not negligent, AWOL charges will be deleted, and with the consent of the employee, s/he will be charged with appropriate sick leave.

Section 14.4:

Sick leave of less than three (3) consecutive work days will not require a medical certificate. Sick leave of more than three (3) consecutive work days should be supported by a medical certificate unless the employee was not attended by a physician. The certificate must cover all absences beyond the third (3rd) work day and show that the employee was incapacitated for duty the entire period covered by the certificate. In cases of extended illness, medical certificates may be required periodically, if necessary, to establish the employee's continued incapacity to return for duty. If the employee is out sick more than three (3) consecutive work days, and not attended by a physician, the employee's personal statement with sufficient evidence as to the nature of the illness and that s/he was incapacitated for duty for the period exceeding the first three (3) work days will be accepted in lieu of a doctor's certificate. Sick leave due to exposure to a contagious disease must be supported by a medical certificate regardless of the length of absence.

Section 14.5:

If after discussion, the supervisor has reason to believe that an employee is abusing his/her sick leave privileges, the employee will be specifically advised in writing by the supervisor that the employee has a questionable sick leave record and why s/he is suspected of abusing sick leave. The employee will also be advised that if his/her record does not improve, a medical certificate may be required for each future absence of sick leave and that a possible disciplinary action may result. If this does not bring about an improvement in the employee's sick leave record, s/he will be notified in writing that all future requests for sick leave must be supported by a medical certificate. Also, the employee will be informed that s/he will be expected to provide a physician's statement for a certain period of time; i.e., one hour, three hours, etc., for which a certificate will be expected. The employee can also expect to be informed as to the anticipated duration

ARTICLE 149 SICK LEAVE Continued

Section 14.5 Continued:

when the supervisor may consider lifting this restriction.

a. When employees are required to furnish a medical certificate for each sick leave period, the supervisor will review the employee's sick leave record for each subsequent three (3) month period from the date the supervisor informed the employee to provide a medical certificate. Upon review of requirements for a medical certificate, the supervisor shall indicate whether such requirement will be modified. Such review shall be given to the employee in writing.

b. It is further agreed that notices of questionable sick leave records shall not be based on sick leave absences which have been supported by a certificate signed by a physician or recognized practitioner, or for the day the employee has been sent home sick by the supervisor.

Section 14.6:

An employee returning from sick leave, substantiated by a statement from his/her personal physician, will not be routinely required to be examined by a Federal Medical Officer. However, if his/her absences was due to a contagious or infectious disease, major surgery, coronary illness, or if examination is required by appropriate regulations, the employee may be required to undergo a physical examination by a Federal Medical Officer.

Section 14.7:

A recommendation by the employee's personal physician that the returning employee be assigned to light duty for a reasonable period of time will normally be honored. The supervisor will make every effort to provide limited duty, normally not to exceed 90 days.

ARTICLE 14, SICK LEAVE Continued

Section 14.8:

Advanced Sick Leave:

- a. In cases of serious disability or illness, a career or career conditional employee may be advanced up to thirty (30) days of sick leave. Such a request for advanced sick leave may be made in accordance with U. S. Air Force Regulations. The final approving authority rests with the employee's supervisor, who is authorized to approve leave. The employee, or someone on his/her behalf must submit sufficient evidence that will permit the supervisor to reasonably conclude that the employee will be able to return to duty for a sufficient period of time that will allow him/her to earn the amount of advanced sick leave requested.
- b. The request for advanced sick leave will be made in writing, signed by the employee or someone on the employee's behalf, addressed to the immediate supervisor, accompanied **by** a physician's statement reflecting the prognosis and the anticipated date the employee will be able to be released to full duty.
- c. In determining approval or disapproval, the supervisor's will consider among other things such factors as:
 - (1) the employee has not received a written notification of sick leave abuse within the twelve (12) month period from the employee's request.
 - (2) any known hardships that may be experienced by the employee should an advance for sick leave not be granted; or
 - (3) any known reasons as to why accrued sick leave is insufficient.
- d. Except under unusual circumstances beyond the control of the employee, or someone acting on behalf of the employee, retroactive requests for advanced sick leave will not be honored. (Note: It will be the responsibility of the employee's Union representative, when appropriate, or supervisor to inform the employee that while s/he is in an advanced sick leave status, any subsequent time off needed to receive medical treatment will be charged to annual leave or leave without pay (LWOP), as appropriate, until the advanced sick leave is fully repaid.)

ARTICLE 14, SICK LEAVE Continued:

Section 14.8 Continued:

e. Supervisors will promptly, normally within two **pay** periods, process all requests according to appropriate regulations.

Section 14.9:

Employees who have sustained an on-the-job injury will not be charged leave when s/he has been authorized to see his/her private physician or a physician assigned to the Base Hospital on the day of injury. Injury claims will be processed in accordance with applicable law and regulation.

Section 14.10:

Whenever a management medical officer determines that the employee is physically unfit for duty, after the employee has reported for work, management will assist the employee in making transportation arrangements to the nearest medical facility when appropriate care is not available at the Base Hospital. Should a recommendation of the employee's physician require the employee to perform light duty for a reasonable period of time, the supervisor will make every reasonable effort to provide such light duty for a period not to exceed 90 days.

Section 14.11

General Schedule employees who are scheduled tours of duty involving night shift differential and take less than eight (8) hours sick leave during the pay period, will receive the total hours of differential for the entire shift.

Section 14.12:

Wage Grade employees regularly assigned to a night shift on a full time basis will, during periods of absences with pay, receive the night shift differential.

ARTICLE 14, SICK LEAVE Continued:

Section 14.13 - ABSENCE FOR MATERNITY REASONS:

- a. Absence from duty for reasons relating to pregnancy and confinement is charged to sick leave, annual leave, or leave without pay, depending upon the circumstances and availability of each type of leave. Ordinarily the period of absence is about 14 weeks (6 weeks before the expected date of delivery and 8 weeks after the delivery date). All sick leave granted must be supported by a medical certificate showing that the employee is incapacitated to perform the duty of her position for the period covered by the certificate. (Sick leave will not be authorized for absence for the sole care of the infant). Any additional absences such as care for the infant will be charged to annual leave or leave without pay as appropriate. The initial authorization of leave cannot exceed six months. Requests for extension beyond six months will be approved only when the employee produces a medical certificate stating that she is still incapacitated for duty. Any requests for advances sick leave will be accomplished as outlined in Section 14.8 above. In any event, the total grant of all leave cannot exceed one year.

- b. Fathers may be granted a period of absence, either annual or leave without pay in order to care for their wives or minor children. The amount of time granted will depend on the individual circumstances in each case.

ARTICLE 15

OTHER LEAVE OF ABSENCE

Section 15.1

Employees will be granted leave of absences without pay in accordance with applicable laws and regulations. Normally such leave of absence shall not exceed a period of one year.

Section 15.2:

Leave of absence dealing with the training of Union Officials and Stewards will be accomplished according-to Article 8, Union Representation.

Section 15.3:

A Unit employee elected or appointed to serve full-time in the capacity of a National AFGE Representative or Officer may be granted annual leave and/or leave without pay in one year increments, Such leave must be requested and approved as far in advance as possible. It is recognized that leave without pay is a privilege and not a right, therefore, when granting extended leave without pay for this purpose, the value to the Government as well.as AFGE and the employee should be sufficient to offset any administrative inconveniences and cost of granting leave without pay.

Section 15.4:

The Employer recognizes the obligation to provide employment for an employee returning from approved leave of absence without pay in accordance with applicable laws and regulations.

Section 15.5:

The Employer also recognizes the bumping and retreat rights of an employee on approved leave of absence without pay in situations where the employee's status has been affected by reduction-in-force action during the leave of absence, in accordance with applicable laws and regulations.

ARTICLE 14, SICK LEAVE Continued:

Section 14.13 - ABSENCE FOR MATERNITY REASONS:

- a. Absence from duty for reasons relating to pregnancy and confinement is charged to sick leave, annual leave, or leave without pay, depending upon the circumstances and availability of each type of leave. Ordinarily the period of absence is about 14 weeks (6 weeks before the expected date of delivery and 8 weeks after the delivery date). All sick leave granted must be supported by a medical certificate showing that the employee is incapacitated to perform the duty of her position for the period covered by the certificate. (Sick leave will not be authorized for absence for the sole care of the infant). Any additional absences such as care for the infant will be charged to annual leave or leave without pay as appropriate. The initial authorization of leave cannot exceed six months. Requests for extension beyond six months will be approved only when the employee produces a medical certificate stating that she is still incapacitated for duty. Any requests for advances sick leave will be accomplished as outlined in Section 14.8 above. In any event, the total grant of all leave cannot exceed one year.

- b. Fathers may be granted a period of absence, either annual or leave without pay in order to care for their wives or minor children. The amount of time granted will depend on the individual circumstances in each case.

ARTICLE 15

OTHER LEAVE OF ABSENCE

Section 15.1

Employees will be granted leave of absences without pay in accordance with applicable laws and regulations. Normally such leave of absence shall not exceed a period of one year.

Section 15.2:

Leave of absence dealing with the training of Union Officials and Stewards will be accomplished according-to Article 8, Union Representation.

Section 15.3:

A Unit employee elected or appointed to serve full-time in the capacity of a National AFGE Representative or Officer may be granted annual leave and/or leave without pay in one year increments. Such leave must be requested and approved as far in advance as possible. It is recommended that leave without pay is a privilege and not a right, therefore, when granting extended leave without pay for this purpose, the value to the Government as well as AFGE and the employee should be sufficient to offset any administrative inconveniences and cost of granting leave without pay.

Section 15.4:

The Employer recognizes the obligation to provide employment for an employee returning from approved leave of absence without pay in accordance with applicable laws and regulations.

Section 15.5:

The Employer also recognizes the bumping and retreat rights of an employee on approved leave of absence without pay in situations where the employee's status has been affected by reduction-in-force action during the leave of absence, in accordance with applicable laws and regulations.

ARTICLE 15, OTHER LEAVE OF ABSENCE Continued:

Section 15.6:

Employees on approved leave of absence without pay status shall be entitled to all rights and privileges, in respect to retirement, Group Life Insurance, and Federal Employees Health Benefits Programs, to the extent provided by applicable laws and regulations.

Section 15.7:

An employee absent on extended leave will be carried on the rolls during his/her absence in accordance with applicable laws and regulations.

Section 15.8:

Eligible employees may be granted leaves of absence without pay where it is expected that one of the following objectives will be achieved. and that employee will return to duty:

- a. Improved job performance,
- b. Protection or improvement of employee's health.
- c. Retention of a desirable employee.

When such leave is disapproved by the immediate supervisor, it may be referred to the next level of supervision and may be referred to the Hospital Commander if not resolved.

Section 15.9:

Absences relating to job related injuries or illnesses together with the required documentation, will be administered in compliance with regulations issued by the Office of Personnel Management, Department of Labor and the Air Force.

ARTICLE 16

PROMOTIONS AND DETAILS

Section 16.1:

It is agreed that the Employer will utilize to the maximum extent possible, the skills and talents of all employees within the Department of Air Force. It is understood by the parties that the basic concept of a Merit Promotion Program, as espoused by the Office of Personnel Management and the MacDill AFB Merit Promotion Program, is to assure that all positions are filled from among the best qualified competitors available throughout the Department of Air Force. Therefore, the Employer will give full and fair consideration to all eligible employees including U. S. Air Force applicants. Should the Employer and the CCPO determine that the area of consideration for qualified candidates be expanded beyond MacDill AFB, the Union will be notified.

Section 16.2:

The Promotion, Placement and Referral System (PPRS) will be used to identify candidates for competitive promotion consideration. When positions are identified as Upward Mobility positions, a vacancy announcement system will be utilized rather than the PPRS. The Union , will be provided with a copy of that announcement and it will be mailed to the Unit Vice President's official mailing address.

Section 16.3:

Whenever positions occur that may be filled using the PPRS, including trainee positions, the CCPO will publicize the list of positions that fall into this category. This vacancy list will be distributed and posted to all official bulletin boards, and at the same time a copy of this listing will be forwarded to the Union's Vice President's official mailing address.

Section 16.4:

It is all employees, responsibility to assure that their promotion and experience brief which is submitted to them by the CCPO is accurate and current and returned to the CCPO in a timely manner in order for them to be appropriately considered under the PPRS. Employees will receive whatever assistance is needed from their supervisors. Should employees express an interest for positions that have been identified for Upward Mobility or Trainee purposes, they will, in a timely manner, according to the vacancy announcement, forward their interests in a letter citing the position title, series and grade, for which they desire consideration, including the identification of their supervisor's name,

ARTICLE 16, PROMOTIONS AND DETAILS Continued:

Section 16.4 Continues:

office symbol and telephone number.

Section 16.5:

Announcements listing the position by title, series and grade that are being filled with the PPRS will be posted to all official bulletin boards and will be superseded whenever a new listing is submitted for posting. For vacancy announcements dealing with Upward Mobility and trainee positions, the announcement will be posted to all official bulletin boards for a period of ten (10) calendar days prior to the appropriate closing date. Employees who are absent from duty during the posting period may arrange to have their supervisor file a letter of interest on their behalf. Posting the announcements will give employees an opportunity to apply for the appropriate job. These type of announcements will provide a summary statement of duties, a statement of required qualifications, and when appropriate, a statement of any special knowledge, skills, and abilities required. When filling trainee type positions oftentimes mobility is a requirement; whenever this is a requirement of the position, a mobility statement will be published on the appropriate vacancy announcement as well.

Section-16.6:

Performance appraisals will be used for the Merit Promotion process. These performance appraisals will be accomplished according to Air Force directives. The appraisals will be shown and discussed with the employees and will be signed by the immediate supervisor completing the rating, as well as any reviewing officials, and the employee who is being rated. The employee's signature merely conveys that the appraisal has been discussed and does not necessarily mean that the employee agrees with the contents of the appraisal.

Section 16.7:

The CCPO will certify Merit Promotion eligibles to the selecting official in alphabetical order. The Merit Promotion Certificate will contain a maximum of fifteen (15) best qualified candidates who were identified for promotion consideration for one vacancy. When there is a tie among best qualified candidates, the reduction-in-force service computation date will be used to keep the number of candidates to a maximum of fifteen (15).

ARTICLE 16, PROMOTIONS AND DETAILS Continued:

Section 16.8:

When an employee expresses concern as to how s/he was evaluated for promotion consideration, the employee and/or his/her representative may review or audit any individual Promotion Evaluation Pattern used for promotion consideration for positions within the unit. Prior to the auditing of these records, the CCPO will take the necessary precautions that will protect the identity of those employees. Employees and/or their representatives, upon request, may review the job analysis used to fill the position.

Section 16.9:

Supervisors will keep employees advised of current weaknesses in their job performance and provide necessary counseling on where to obtain information improving their promotional opportunities

Section 16.10:

Details and temporary promotions will be in accordance with all appropriate rules and regulations. Details of more than 30 days will be documented on the SF 52, (Requests for Personnel Actions) and submitted to the CCPO for appropriate action.

Section 16.11:

Temporary promotions for more than 30 days, but not to exceed - 120 calendar days may be made without competition when there is a need to provide temporary staffing to accomplish essential work. Temporary promotions for more than 120 days, but not to exceed one year will be effected under the competitive provision of the Merit Promotion Program.

ARTICLE 16, PROMOTIONS AND DETAILS Continued:

Section 16.12:

A detail is a temporary assignment of a employee to a position with a higher or lower pay rate or one requiring different qualifications from those required in his/her current position. An employee detailed will return to his/her regular position at the end of the regular detailed position. During the detail, the employee continues officially to fill and receive the salary of the position from which detailed.

Section 16.13:

Employees detailed to a position which is established at a higher grade in excess of thirty days will be temporarily promoted if they meet all applicable eligibility criteria. The promotion will become effective the first pay period after the initial thirty days have elapsed. Consecutive details for the same employee of less than thirty days will not be used to nullify the making of temporary promotions. Details will not be used to avoid other appropriate actions under the Merit Promotion System in accordance with applicable regulation.

Section 16.14:

Employees newly entered on duty and for whom the necessary qualifications and evaluation data are not yet available for ranking purposes will be temporarily excluded from consideration pending acquisition and process of such data. Any temporary exclusion of employees under this provision must be based solely on administrative processing requirements. In no case, may an employee be denied consideration for longer than three (3) months. To ensure that no employee is overlooked for promotion consideration, however, the employee has the responsibility to assure that his/her records are accurate and current. In order to accomplish this, the employee will submit SF 172. Supplemental Qualifications Statement, together with any other support data needed.

Section 16.15:

If, during the grievance process it is learned that the employee failed to receive proper consideration, priority consideration will be given to the next appropriate vacancy for which the employee is qualified, to make up for the lost consideration. An appropriate vacancy is one at the same grade level at which the consideration was lost.

Section 16.16:

The selecting supervisor will notify **all** candidates interviewed, of his/her selection and provide those candidates with reason(s) for the non-selection.

ARTICLE 17

CONDUCT AND DISCIPLINE

Section 17.1:

The Employer and the Union agree that primary emphasis will be placed on preventing situations regarding disciplinary actions through effective Employee-Management relations. The taking of disciplinary action or/an adverse action is the responsibility of the employer. Disciplinary actions and adverse actions against all employees must be based on just cause, be consistent with laws and regulations, and be fair and equitable. Disciplinary action taken will be constructive in nature, and the minimum necessary to rectify the situation and maintain discipline and morale.

Section 17.2:

Employees will be afforded a counseling session when entries concerning misconduct and poor work performance are made on their Supervisor's Employee Brief. These entries will be initialed by the employee. Should the employee refuse to initial, the-supervisor will note that fact on the Supervisor's Employee Brief, and have a third party witness the fact. This counseling session is non-disciplinary. If the employee is dissatisfied, the employee may request a meeting between the Management Official, the employee, his/her union representative to discuss the counseling. Such counseling sessions or subsequent entries shall be grievable under the terms of this agreement.

Section 17.3:

- a. In conducting investigations and/or interviews prior to proposing or taking a disciplinary action against an employee, the supervisor shall obtain all pertinent facts, both for and against the employee, which shall include discussing the matter with the employee involved to obtain his/her views.
- b. An employee has the right to union representation at any examination of the employee in connection with an investigation if he or she reasonably believes disciplinary action could result. If the employee elects to have his/her representative present, questions shall not resume until the representative is present. The employer agrees to notify employees of this right annually.
- c. If the employee requests union representation IAW this section, the Union will advise the Employer in writing, who the primary and secondary representative will be for this employee. To prevent

ARTICLE 17, CONDUCT AND DISCIPLINE Continued

Section 17.3 Continued:

unnecessary delay in the investigatory process, the representative will be given a 24 hour notice whenever the employee requests representation. The representative may request an extension when unable to adhere to the 24 hour notice.

d. When the investigation has been completed a notice of the action to be taken will be issued to the employee in a timely manner. A copy of this notice of disciplinary action and any subsequent written correspondence addressed to the employee pertaining to this action will be sent to the designated primary Union representative.

Section 17.4:

a. Employer agrees that all disciplinary and adverse actions will be accomplished in accordance with the applicable provisions of PL 95 454, FPM, and AFRS.

b. Employees affected by disciplinary or adverse action shall be advised by the employer of their rights under Article 30, Section 30.4 of the Negotiated Grievance Procedure.

Section 17.5:

The Employer and the Union recognize that the Air Force cannot legally require an employee to pay a private debt or deduct any part of his pay to liquidate a debt, except as provided by law. It is understood by the parties that the enforcement of their private obligations is a matter for civil authorities. All employees will honor their just debts that have proven to be valid. A just debt is one to which there is no reasonably dispute as to the facts or the law, or one which has been reduced to judgment. Although the employer is not an enforcement agency, disciplinary action may be taken for failure to honor valid debts or financial obligations.

Section 17.6:

Discipline based on breaches of conduct or on poor performance shall be in accordance with applicable rules and regulations of the Air Force and the Office of Personnel Management.

ARTICLE 17, CONDUCT AND DISCIPLINE Continued:

Section 17.7:

The Employer and the Union agree to cooperate in discouraging managers and the employees of the unit from making threatening, malicious, or coercive statements to or about either party, directly or indirectly.

Section 17.8:

The Employer shall instruct all supervisors of employees in the unit to adhere to the practice of private oral admonishments to avoid embarrassment to the employee as well as all employees in the working area. Supervisors and employees will act in a temperate and courteous manner.

Section 17.9:

The Employer agrees that employees in the unit will not be assigned to any task as a reprisal or punishment on the part of the Employer.

Section 17.10:

Normally, the counseling, correcting, and taking of a disciplinary action against employees will be conducted by personnel in supervisory channels, except in cases involving serious violation of regulations, or actual criminal offense, which obviously require immediate drastic action. Disciplinary actions will be taken for just and sufficient causes, and will be in accordance with Office of Personnel Management and Air Force Regulations.

ARTICLE 18

REDUCTION-IN-FORCE AND REEMPLOYMENT

Section 18.1:

The Employer agrees to notify the Union of proposed reduction-in-force in advance giving the number of spaces lost, the date action is to be taken, and other pertinent information as it becomes available. The Union agrees that all information will remain confidential and no announcements about the RIF will be made public until official notices have been issued to affected employees. 10

Section 18.2:

All reduction-in-force will be processed in accordance with Office of Personnel Management and Air Force regulations. Career and Career-Conditional employees separated from MacDill Air Force Base as a result of RIF will be placed on the reemployment priority list for the appropriate time allowed by regulation for priority referral consideration without competition to positions at the same or acceptable lower grade level from which RIF'D, for which they qualify and are available. Placement order on the reemployment priority list will be in compliance with current regulations.

Section 18-3:

Acceptance of a temporary position by the employee on the reemployment priority list will not affect his/her status on the list or eligibility for a permanent position. Upon appointment to a position, an employee will be informed of any return rights a former incumbent of the position may have. Section 18.4: Significant changes in mission or organization which may result in the downgrading of positions within the unit shall be discussed with the affected employees in advance.

Section 18.5:

When reduction-in-force has been announced, affected employees and their representatives will be given the opportunity to review retention registers with an explanation of the known impact.

ARTICLE 18, REDUCTION-IN-FORCE AND REEMPLOYMENT Continued

Section 18.6:

If an affected employee desires, s/he may furnish a copy of this RIF notice to the Union. Section 18.7: Employees who accept changes to lower grade in lieu of RIF will be provided priority referral without competition as prescribed in Air Force directives, to positions for which they qualify for repromotion consideration back to the grade level, or its equivalent, from which demoted.

Section 18.8:

In addition to assisting RIF'D employees to locate further Federal employment or employment in private industry, the Employer agrees to counsel affected employees on the basis of information obtained from the local State Employment Security Agency, or any benefits that may be available to them.

ARTICLE 19

POSITION CLASSIFICATION

Section 19.1:

The Classification and Wage Program will be conducted in accordance with the guidelines contained in the office of Personnel Management, Air Force and higher command regulations, manuals, classification standards, directives, etc.

Section 19.2:

Employees

The appropriate management officials will afford time to the e of the unit to discuss their individual position descriptions/duty assignments where the employees have voiced questions/problems. Classification standards and precedent decisions will be made available for use by the employees of the Unit and their representatives should the employees elect to submit a grievance (as to the contents of their position descriptions) or appeal (the classification of their position description). The Employer will advise the affected employee of his appeal rights through the agency and/or Office of Personnel Management.

Section 19-3:

The appropriate management officials will issue to the employee a copy of the employee's position description, or a list of changes to the current position description, each time the description officially changes. The immediate supervisor of each employee will review each position description as necessary; but in no instance less than once in every two (2) year period to ensure the position is still correctly described. The position description will be based upon the principal duties and responsibilities assigned to each position. All identical positions within the same organization unit will be covered by the same position description. Any changes in position descriptions will be discussed with the employee and the employee will be furnished a copy of the changed position description. Employees who feel that their position description is improperly written may grieve the contents of the description under the Negotiated Grievance Procedure, Article 30.

Section 19.4:

Employees required to perform unrelated duties not described in their position description may file a grievance.

ARTICLE 19, POSITION CLASSIFICATION Continued:

Section 19.5:

Upon receipt of any new OPM position classification standard that affects Unit employees, the CCPO will notify the Union.

Section 19.6:

The Hospital Civilian Personnel Coordinator will notify the Union Vice President when s/he learns that the position management section of the CCPO plans to conduct a classification review for certain jobs within the bargaining unit. Whenever the classifier intends to conduct an employee audit, the Hospital Civilian Personnel Coordinator will inform the local accordingly. The Employer agrees to make the classification standards available to the employee and/or to the employee's representative when needed. Whenever possible, the standards may be brought to the work site.

Section 19.7:

Whenever the results of the classification review cause an employee's position description to be changed to the extent that it may result in an adverse action, reduction-in-grade, or pay for the employee, the employee will be provided, with an extra copy of the position description in order that it may be provided to the Union should the employee so desire.

Section 19.8:

The classification specialist shall discuss the classification factors used with the supervisor of the employee(s) whose position is being audited in order for the supervisor to explain the results of the survey when appropriate with the employee and/or the employee's representative. Should the employee's supervisor be unable to adequately explain to the employee the classification process, the supervisor may request the classification specialist of the CCPO for assistance.

Section 19.9:

When the classification survey or employee audit is finalized the Hospital Civilian Personnel Coordinator will advise the Union Vice President of the results of the position classification survey.

Section 19.10:

The Employer will provide every employee with a current and accurate copy of their official position description.

ARTICLE 20

EMPLOYMENT DEVELOPMENT

Section 20.1:

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

Section 20.2:

Based on availability of funds and facilities, retraining of permanent employees made surplus by reduction-in-force will be undertaken if there will be known staffing requirements for the retrained employees at this activity, but only after all possible efforts have been made to place them in their present skills within or outside this commuting area.

Section 20.3:

Employees may seek counsel on self development opportunities that are available. The Employer encourages employees to enroll in such training/education.

Section 20.4:

A training needs survey will be conducted at least annually to forecast all training that will be needed by employees during the following fiscal year in order to fulfill the mission of the organization. The Union will be notified by the Hospital when the Annual Training Needs Survey will be conducted. The Union will be permitted to review the survey upon completion and prior to the time the survey is forwarded to the CCPO. The Union will then be permitted to make its views known to the CCPO.

Section 20.5:

The Merit Promotion Program will be followed in selecting employees for training required for promotion or given primarily to prepare employees for promotion.

ARTICLE 20, EMPLOYEE DEVELOPMENT, Continued

Section 20.6:

The Union shall make every effort to encourage employees to engage in self development during their non-duty hours, which will contribute to the overall up-grading of knowledge and efficiency of the work force. Further, all employees are encouraged to submit SF-172 to reflect all experience gained by any means and all training, to the Civilian Personnel Office for updating of their Official Personnel Folder (OPF).

Section 20.7:

To the extent possible on the basis of workload, availability of staff, and rights of other personnel, the Employer will arrange work schedules to permit employees to engage in self development activities of mutual benefit to the employee and the Employer.

Section 20.8:

Any mandatory training directed by the Employer will be conducted during duty hours.

ARTICLE 21

PERFORMANCE APPRAISALS

Section 21.1:

All employees in the bargaining unit will be evaluated as required by the Civil Service Reform Act (CSRA) of 1978 in accordance with the Air Force and Office of Personnel Management regulatory guidelines. Job Performance elements must be consistent with the level of responsibility and the level of duties of the position description. A copy of the Performance Appraisal will be provided to employees and this fact annotated on the Supervisor's Employee Brief. 11

Section 21.2:

Supervisors will encourage employees to participate in the establishment of performance standards for his or her position. The Union will be advised of any proposed study on performance standards affecting unit employees. The immediate supervisor will meet with each employee at the beginning of each appraisal period or upon assignment of a new employee or supervisor, to discuss the job performance elements and performance standards on which the employee's work will be evaluated. At the end of the appraisal period, performance accomplishments will be discussed and the employee will be provided a copy of the appraisal. Supervisors will conduct a minimum of two employee-supervisor meetings (in addition to initial discussion when standards are presented and final discussion when rating is given) when supervision covers the normal 12-month rating period. These meetings will be to review currency of job performance elements and to discuss work performance. Each of these meetings will be documented on the Supervisor's Employee Brief.

Section 21.3:

Performance standards-and elements shall be valid, job related, and in accordance with OPM and Air Force regulatory guidelines to permit objective and accurate evaluation of performance. Performance standards will be applied in a fair and equitable manner.

Section 21.4:

The substance of performance elements and performance standards may not be grieved. Other disputes under this Article shall be processed under the Negotiated Grievance Procedure. All representation under this Article shall be in accordance with Article 8, Union Representation. Should an adverse action occur, i.e., removal, loss of grade or pay, 45

ARTICLE 21, PERFORMANCE APPRAISALS Continued:

Section 21.4 Continued:

the employee may either grieve it or pursue it to the Merit System Protection Board but not both.

Section 21.5:

Supervisors must counsel employees when it is determined that performance is not satisfactory. Employees will be provided with information and guidance, in writing, that is designed to assist them to bring their performance to an acceptable level. When performance-related action is required, the supervisor will provide the employee with a 30-day advance written notice of the proposed action. Employees will be provided with a sufficient amount of time to respond to the proposed notice as outlined in the Office of Personnel Management and Air Force directives.

Section 21.6:

Should the employees need additional time to respond to a notice of proposed action, the employee will submit a written request for a specific period of time needed and cite the reasons needed for the extension.

ARTICLE 22

PROFESSIONAL ASSOCIATIONS AND MEETINGS

Section 22.1:

The Employer agrees to pay travel and related expenses for professional employees to attend meetings of appropriate professional organizations, when such activities have been forecast and approved during the annual training needs survey, and when sufficient funds are available.

Section 22.2:

The Employer will grant leave, when workload and presence of sufficient staff permits, for attendance at meetings, test sessions, and related activities, necessary for employees to maintain licenses for occupations in which currently employed by the Air Force. Employees requesting leave for attendance of professional meetings at their expense, will be in accordance with Federal Personnel Manuals. All employees will be given equal opportunity to attend professional meetings.

Section 22.3:

The Employer agrees to make every effort to schedule as many of the professional in-service meetings as possible during official duty hours of affected employees. Unit employees are encouraged to attend as many as possible of the professional in-service meetings that are held outside their official duty hours as a voluntary self-improvement activity with no overtime pay to accrue as the result of such attendance.

ARTICLE 23

SAFETY AND HEALTH

Section 23-1:

The Employer and the Union agree that the Health and Safety of the employees should be of highest priority. The Employer agrees that it will abide by all safety regulations of local and higher authority, including OSHA directives that shall be executed in the future as it applies to the unit. The Employer further agrees to continue its comprehensive Occupational Safety and Health Programs according to appropriate Federal guidelines including the principles directed by OSHA to all Federal agencies. The Union will continue to support and encourage employees to support and observe safety and health measures. Employer and Union agree to cooperate in the identification and elimination of safety and health hazards that could result in mishaps to employees; to assure that each of their representatives are aware of his/her rights; responsibilities, hazard reporting and elimination options in preventing mishaps.

Section 23.2:

No employee shall be required to work under imminent danger conditions as determined by the supervisor. The supervisor shall grant an employee immediate relief from any unsafe or unhealthy circumstances constituting the imminent danger, pending resolution of the hazard to the extent possible, or until hazard has been substantially abated. In instances where lesser unsafe or unhealthy circumstances are suspected, the supervisor shall grant the employee all possible relief from the circumstances until their status has been determined by the appropriate safety or health officials, and shall act expeditiously to reduce, abate, or remove verified unsafe or unhealthy conditions.

Section 23-3:

The Employer and the Union will instruct employees in the Unit that they must notify their supervisor and submit the necessary forms as soon as possible after sustaining an on-the-job injury. This must be done whether or not medical treatment is required. This is necessary to preclude possible disapproval of claim by the Office of Federal Employees Compensation. Supervisors will notify the Hospital Safety Officer and the CCPO as soon as possible when an employee of the Unit has sustained a job related injury.

ARTICLE 23, SAFETY AND HEALTH Continued

Section 23-4:

The Union shall appoint a representative and/or alternate to the established Hospital Safety Committee, and the Base Air Force Occupational Safety, Health and Fire Prevention Committee (AFOSHFPC). This duly appointed representative or alternate shall be afforded time away from regular duty without loss of pay or charge of leave for purposes of attending these meetings. These representatives will be informed of the results of all safety related inspections through the Hospital Safety Committee and the Base Air Force Occupational Safety Health and Fire Prevention Committee. The representative will be afforded the opportunity to accompany the Hospital Safety Officer on an annual inspection.

Section 23.5:

First aid to injured and stricken employees will be provided on all shifts. Initial and subsequent physical examination may be rendered to employees subject to radiation exposure, caring for patients with communicable diseases, handling of contaminated specimens, when deemed appropriate by USAF Regional Hospital MaeDill medical staff. The Employer will provide specific disease screening examinations and immunizations as determined necessary by Air Force Regulations and the Hospital Commander. The employees will notify their supervisor when s/he has been exposed to a communicable disease or contaminated specimen or radiation exposures. The supervisor will complete all appropriate forms that are required by the Federal Employees Compensation Program. Any treatment and required reimbursement for such treatment of employees will be made under applicable laws and regulations.

Section 23.6:

The Employer agrees to supply and maintain on a regular basis an adequate number of fire extinguishers in all sections. All employees are responsible for assuring that all fire extinguishers are not tampered with and that clothing, lunch boxes, or other foreign material are kept away from fire extinguishers. Fire drills will be held on a regular basis.

ARTICLE 23, SAFETY AND HEALTH Continued:

Section 2.7:

The Union and The Employer will inform its employees of, and encourage the use of both formal and informal suggestions and hazard reporting systems to identify possible safety and health hazards. The Employer shall, to the extent possible, take appropriate corrective/abatement action, thus assuring a safe and healthy working environment.

Section 23.8:

All employees shall adhere to sanitary regulations, and other such personal hygiene habits and cleanliness as may be prescribed.

Section 23-9:

The Employer shall provide protective clothing and safety devices to employees engaged in activities as required by applicable standards and regulations. It will be the employees' responsibility to wear this equipment when engaged in such activity requiring the use of such clothing and/or equipment, and report to their supervisor any defects in issued equipment immediately.

Section 23-10:

The Employer agrees to provide its employees with all necessary training in which to enable them to accomplish their work in a safe manner, including annual fire prevention training.

Section 23-11:

The Employer will make every reasonable effort to maintain adequate ventilation, heating and cooling that will assure a safe working environment. When occasions occur that will require the Employer to take appropriate corrective measures such actions will be accomplished by the Employer, as allowed under Air Force Regulations. Group dismissals may be authorized only where conditions at the work location are intolerable or endanger the health of employees.

Section 23-12:

The Employer agrees that the Employee Health Program will be monitored by the Infections Control Committee to assure compliance with applicable laws and regulations for the safety of employees.

ARTICLE 23, SAFETY AND HEALTH Continued:

Section 23.13:

Should, in the course of performing official duties, an employee believe s/he is working under an unsafe or hazardous condition, the employee will immediately call it to the attention of the supervisor. If proper corrective action has not been taken in a timely manner, the employee may grieve under Article 30 of this Memorandum of Agreement.

Section 23-14:

a. Employees who have sustained on-the-job injury will be assigned duties only to the extent and limit prescribed by the employee's attending physician which may be confirmed by a competent base medical officer. The employee's supervisor or union representative will advise the employee of his/her rights under the Federal Employee's Workmans' Compensation Program. Copies of the Workman's' Compensation forms which are required for appropriate recording job related injuries or illnesses will be made available to Unit employees from the Resource Management Office during normal duty hours (0730-1630) or from the NCOD during other than normal duty hours. A copy of the CA-10 "What a Federal Employee Should Do When Injured on the Job?" will be posted permanently on all official bulletin boards. b. When employees sustain an on-the-job injury, they may elect to visit a physician of their choice or be attended by a Medical Officer of the facility as authorized by appropriate regulations.

ARTICLE 24

SPECIAL TOOLS AND CLOTHING

Section 24.1:

Subject to the provisions of applicable regulations, the Employer agrees to bear the full expense of all special tools, clothing and equipment employees may be required to use.

Section 24.2:

Nursing personnel will be furnished Air Force regulation white service uniforms listed in Table of Allowance 016. Laundering of these uniforms will be provided by the Employer. Nursing personnel may wear uniforms or pant suits as approved by the Employer. Cost of such uniforms and maintenance of same will be at the expense of the employee.

Section 24-3:

White service uniforms shall be provided to all employees who are required to wear them because of the nature of their official duties. Additionally Air Force regulation white service uniforms, including Doctor's Coats will be furnished to Clinical Laboratory Personnel who desire them. Laundering of Employer provided uniforms shall be assumed by the Employer.

ARTICLE 25

CIVIC RESPONSIBILITIES

Section 25-1:

Court leave will be granted to eligible employees called for jury duty, to qualify for jury service, or as a witness for the Federal Government in accordance with applicable regulations. When employees are called for jury duty, they shall promptly notify the Employer so that arrangements may be made for their absence from the activity. Upon completion of his/her service, the employee shall present to the Employer a signed jury card or other satisfactory evidence of the time served on such duty. A night shift employee who performs jury service during the day is granted court leave as his/her regularly scheduled night tour of duty and is entitled to the night differential.

Section 25.2:

Employees requesting time off to vote in National, State and Local municipal elections or referendums are excused without charge to leave in accordance with applicable regulations. Where the-polls are not open at least three (3) hours, either before or after an employee's regular hours of work, the employee, if eligible to vote in such election shall be granted an amount of excused time which will permit them either to report for work three (3) hours after the polls open or leave three (3) hours before the polls close, whichever requires less time. Employees who do not intend to vote are not entitled to any time off. Any excused time to vote requires prior approval by the employee's supervisor. If an employee's voting place is beyond distance and vote by absentee ballot is not permitted, the employee may be granted time off not to exceed one (1) day to make the trip to cast his ballot. Where more than one (1) day is required to make the trip, annual leave may be granted.

Section 25-3:

The Employer and the Union mutually agree that employees in the unit will be encouraged to participate in worthwhile charity drives as part of their personal responsibility as citizens in the community which they work and live; however, in no instance shall the Employer or the Union exercise pressure on any employee to contribute to a charity to which the employee does not wish to contribute, nor will any reprisal action be made against an employee who refrains from contributing.

ARTICLE 25, CIVIC RESPONSIBILITIES, Continued:

Section 25.4:

Employees who volunteer as blood donors, without compensation, to blood banks, or, in

emergencies, to individuals, shall be excused without charge to leave or loss of pay for a period of up to four (4) hours for recuperation, emergency, or unusual circumstances permitting. However, under unusual circumstances they may be authorized additional time if necessary to recuperate

ARTICLE 26

TRAVEL

Section 26.1:

The employee shall not be required to travel, except under the conditions and procedures prescribed by pertinent Air Force Regulations and Joint Travel Regulations, Volume 2.

Section 26.2:

Employees will be notified of proposed travel on official business as far in advance as possible.

Section 26.3:

To the maximum extent practicable, the Employer will schedule necessary travel time, in connection with official travel, within an employee's normal scheduled hours of duty.

Section 26.4:

Employees on training or temporary duty shall be paid the per them specified by applicable rules and regulations.

Section 26.5:

Upon request, expenses for the estimated per them for the approved TDY trip may be advanced to employees scheduled for temporary duty travel. Estimated mileage allowance may also be advanced upon request, when the use of privately owned conveyance has been authorized. Such advances will be in accordance with applicable regulations.

Section 26.6:

Although an employee may not be required to utilize government quarters when going TDY to government installations, when adequate quarters are available, but not used, the payment of the quarters portion of the per them or actual expense allowance of any employee on TDY away from his designated post of duty will not be made unless authorized by law, regulation, or directive.

Section 26.7:

When adequate government quarters are not available on base, the employee will obtain a certificate of non-availability of government quarters. Minimum adequacy standards are contained in appropriate DOD directives and DOD component regulations.

ARTICLE 27

EQUAL EMPLOYMENT OPPORTUNITY

Section 27.1:

Both Management and the Union will support the principles of Equal Employment Opportunity as outlined in laws, Executive Orders, Regulations of the Office of Personnel Management, Equal Employment Opportunity Commission directives as well as Department of Defense and Air Force regulations and publications. The Employee and the Union agree to prohibit discrimination because of age, sex.(including sexual harassment), race, color, marital status, religion, handicapping conditions, national origin, or lawful political affiliation. The Employer will include information on the Equal Employment Opportunity program in the new employees' orientation.

Section 27.2:

The Employer will utilize to the fullest extent the present skills of employees by all practical means, including the redesigning of jobs where feasible. The Employer will provide the maximum opportunity consistent with the needs of the activity for employees to enhance their skills through job training, upward mobility, and other training measures in order that they may perform at the highest potential and advance in accordance with their abilities.

Section 27.3:

The Equal Employment Opportunity Advisory Committee will participate at the installation, and in the community, in cooperative actions to improve employment opportunities, in community condition that affect the employability and the development and implementation of the Upward Mobility Program. The Base Commander will appoint members to the Equal Employment Opportunity Committee to include employees and supervisors, who reflect the work force characteristics and grade structure. The Union shall recommend a Union representative for appointment by the Base Commander to serve on the Base Equal Employment Opportunity Committee.

Section 27.4:

The Employer will maintain a Chief of Affirmative Employment, a Federal Women's Program Manager, a Hispanic Employment Program Manager, a Black Employment Program Manager, and other persons as may be necessary to carry out the functions of the program.

ARTICLE 27, EQUAL EMPLOYMENT OPPORTUNITY Continued:

Section 27.5:

The Employer agrees to provide the Union's representative with a quarterly program evaluation and EEG reports. Additionally the Employer will prepare an Affirmative Action Plan in accordance with governing directives. A copy of this plan will be provided to the Union's representative who serves as a member of the Equal Employment Opportunity Committee.

Section 27.6:

An individual or Class complaint may be filed by an employee or group of employees when it is alleged that employees have been or are being discriminated against. The complainants have the right to be accompanied, represented and advised by a representative of his or her own choice at any stage of the complaint process providing the choice of a representative does not involve a conflict of interest or a conflict of position. The representative shall be designated in writing and the designation made a part of the complaints file. The Chief Equal Employment Opportunity Counselor is responsible for the counseling and designated to receive formal class complaints of discrimination. The Employer will carefully, justly, and expeditiously consider and adjudicate complaints of discrimination filed through the Agency Administrative Appeals procedure or the Negotiated Grievance Procedure. -

Section 27-7:

The Union agrees to provide the Chief of Affirmative Employment, CCPO, with any candidates it desires to submit as possible nominees to be considered for future EEO counselor positions. These nominees will be considered by appropriate management officials when appointing EEO counselors who are serving the bargaining unit. Prior to the appointment of an EEO counselor who is working in the bargaining unit, the Employer agrees that the Union's views will be requested on that nominees and the Union will provide its views to the Civilian Personnel Officer within 10 days. The Base Commander will appoint employees to serve as Equal Employment Opportunity counselors and a list of these counselors will be provided to the Union as they are appointed.

ARTICLE 27, EQUAL EMPLOYMENT OPPORTUNITY Continued:

Section 27.8:

When an employee of the bargaining unit has a discrimination complaint in the hearing stage and the Union is not the representative of that employee, the Union may, at the discretion of the hearing officer, have an observer present. The observer will be on official time during the hearing.

Section 27.9:

The Union agrees to provide CCPO with any candidate it desires as nominees for the FWP Manager. The Union shall recommend a representative for appointment by the Base Commander to Serve on the FWP Committee.

Section 27.10:

Union representatives serving on the EEO Committee shall be on official time.

Section 27.11:

Failure of the Employer to discharge the responsibilities established in this Article will be matter for resolution under Agency Administrative Appeals Procedure or the Negotiated Grievance Procedure, but not both.

ARTICLE 28

FACILITIES AND SERVICES

Section 28.1:

The Employer agrees that all new employees will be informed of the name of the recognized union as part of the desk orientation which is conducted by the Central Civilian Personnel Office (CCPO). Included in this orientation, the CCPO will provide to all new employees a copy of this

agreement. The Union agrees to provide CCPQ with a sufficient supply of current handouts, updated by the union periodically as needed, containing the following information:

- a. The name, address and telephone number of the unit Vice President; and
- b. A list of names and base telephone extensions of Union Stewards,
- c. The AFGE Health Benefits Plan brochure.

In addition, a union representative will be invited to attend any CCPO scheduled group orientation for new employees of the bargaining unit.

It is further agreed that all new employees assigned to the bargaining unit and all employees reassigned within the bargaining unit will receive adequate orientation and instructions from appropriate supervisors and management officials in order to assure that the employees have a knowledge of the position and their respective responsibilities to perform in that position.

Section 28.2:

The Employer agrees to print or reproduce this Agreement, and any supplemental agreements, upon approval by Headquarters Tactical Air Command. Once available, the employer will supply the Union with enough copies for each of the bargaining unit employees, plus an additional 15 copies. The Union agrees to distribute copies of this Agreement to employees in the Unit. Management will furnish a copy of the Agreement to employees reassigned from other base organizations.

ARTICLE 28, FACILITIES AND SERVICES Continued:

Section 28.3

The Employer agrees to provide facilities, when available, including utilities, for Union meetings that are conducted outside the regular working hours of the employees involved. The Union agrees to accept responsibility for appropriate care and clean-up of such facilities after use.

Section 28.4:

The Employer agrees to provide a bulletin board for the sole use of the Union to post notices to its members. This bulletin board will be located in the main corridor, leading to the Dining Hall. Additionally, a bulletin board will be located in the Staff Lounge, to be shared equally by the

Employer and the Union. Any literature, bulletins, or notices distributed by the Union within the installation or posted on the bulletin boards provided by the Employer will not violate any law, the security of the activity, or contain scurrilous or libelous material. Prior approval of the content and the specific details for posting, except for notices of Union meetings, Union elections and Union social events will be obtained from the Employer or his designated representative. The Union may place its newspaper and other union publications in the Staff Lounge and designated break areas.

Section 28.5:

Upon written request from the Union, the Employer agrees to publish Union meeting notices in the Daily Bulletin and the Hospital Bulletin.

Section 28.6:

The Employer will continue to furnish the Union with copies of the existing, as well as future Air Force Regulations in the Air Force Regulation 40 series. Additionally, the Unit Vice President will be furnished with one copy of the Daily Bulletin when received by the USAF Regional Hospital, MacDill.

Section 28.7:

The Employer agrees to provide and maintain sanitary rest room facilities.

ARTICLE 28, FACILITIES AND SERVICES Continued:

Section 28.8:

On a quarterly basis, the USAF Regional Hospital will provide the Unit Vice President with a list of names, duty stations, and immediate supervisors as well as second line supervisors of ‘ all Unit employees. No more than twice each year, the Union will request from the Central Civilian Personnel Office (CCPO) an alphabetical listing of bargaining unit personnel, including position title, series and grade. It is further agreed that the Union will furnish Management with an updated list of Union Officers and Union stewards quarterly.

Section 28.9:

The Hospital Commander will provide an adequately furnished Staff Lounge to be used for rest, relaxation, and lunch breaks by all hospital personnel. In the event patient needs should require the utilization of the space reserved for the Staff Lounge, the Employer will before implementation, provide sufficient notice to the Union to permit appropriate bargaining between the parties dealing with the relocation of the Staff Lounge or alternate measures. It is understood that emergency situations may necessitate immediate use of the Staff Lounge area. When such an emergency arises, the Employer will notify the Union Vice President or his/her designated representative as soon as possible. Space will be provided nursing personnel in the impatient areas for a combined report room and break area. This area will include lockers and access to bathrooms.

Section 28.10:

The Employer and the union agree that they will encourage all personnel to follow established procedures for handling contaminated specimens. Shower and locker facilities in the morgue will be available for use by Hospital Laboratory Personnel.

Section 28.11:

The Employer will make every reasonable effort to provide adequate parking facilities for unit employees. Employees will park in designated employee parking lots only. Special attention will be given employees working evenings and nights. Specific slots are reserved in the Emergency Room parking area for evening and night shift personnel. The parking shall be free unless otherwise directed by a higher appropriate authority.

ARTICLE 28, FACILITIES AND SERVICES, Continued

Section 28.12:

It is agreed by the Employer that a copy of the approved Agreement will be posted on the civilian official bulletin board in the Unit. Further, management will provide each supervisor of civilian employees a copy of the Agreement.

Section 28.13:

Management agrees to provide adequate facilities for membership drives at a location to which unit employees have access during periods when employees are not in a duty status.

Section 28.14:

The Leave and Earning Statements (LES) will be mailed to employees home addresses. Should a determination be made to make distribution of LES to employees' offices, the Employer will meet and confer with the Local and negotiate accordingly.

ARTICLE 29

DUES WITHHOLDING

Section 29.1:

The Employer shall continue to deduct dues from the pay of employees in the Unit.

Section 29.2:

The Union agrees to procure SF Form 1187, "Request for Payroll Deductions for Labor Organization Dues", and furnish them to eligible employees who desire to authorize an allotment for withholding of dues from their pay.

Section 29.3:

The President, or other authorized-officer of the Union, shall certify on each SF Form 1187 that the employee is a member in good standing in the Union, insert the amount to be withheld, and submit it to the Labor Relations Officer in the CCPO.

Section 29.4:

Allotments will be effective at the beginning of the first full pay period after receipt of the SF Form 1187 by the Accounting and Finance Officer.

Section 29.5:

The President, or other authorized officer of the Union, shall notify the Labor Relations Officer, CCPO, at least thirty days in advance that it intends to change the employees' dues allotments. The Union agrees that not more than one change will be effected each year. The change for dues allotments shall be effected at the beginning of the full pay period after the Accounting and Finance Officer receives the notice from the Labor Relations Officer.

Section 29.6:

The Union will promptly notify the Labor Relations Officer in the CCFO in writing when a member of the Union is expelled or ceases to be a member.

ARTICLE 29, DUES WITHHOLDING Continued:

Section 29.7:

The Employer agrees to have the Payroll Office prepare a bi-weekly remittance check at the close of each pay period for which deductions are made and forward it to the American Federation of Government Employees, Local 547, Secretary-Treasurer. The check will be for the total amount of dues withheld for that pay period. The Union will furnish proper address for mailing purposes to the Labor Relations Officer.

Section 29.8:

The Employer will submit the remittance check and a listing of the members and the amount withheld. The list will also include the name of those employees for whom allotments have been permanently or temporarily stopped and reasons therefore, e.g., moved out of the Unit, separation, leave without pay, insufficient income during pay period, etc.

Section 29-9:

The President of the Union or designee will notify the Labor Relations Officer in the CCPO in writing of any change in the name and/or address of the Union or the change of address to where the dues allotment checks will be mailed each pay period. The Labor relations Officer will forward the change to the Civilian Payroll Office in the Office of the Comptroller.

Section 29-10:

A member may voluntarily revoke an allotment for the payment of dues by filling out an SF 1188, "Cancellation of Payroll Deductions for Labor Organization Dues", and submitting it directly to the Payroll Office. After receipt of such notice by the Payroll Office, revocation will become effective as of the first full pay period following the anniversary date of the employee's authorization of dues withholding. The Payroll Office shall provide the Union a copy of the submitted SF 1188 upon receipt. The employee may request a SF 1188 from either the Civilian Personnel Office or the Payroll Office.

ARTICLE 30

NEGOTIATED GRIEVANCE PROCEDURE

Section 30-1:

This Article provides a mutually acceptable method for a prompt and equitable settlement of grievances including questions of grievability or arbitrability.

Section 30.2 - INTENT:

a. The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner consistent with the principles of good labor management relations. Accordingly, all reasonable efforts will be made to settle the grievance expeditiously and at the lowest acceptable level, as appropriate. It is intended for this procedure

to be the only method for resolving grievances relating to any matter over conditions of employment, personnel policies, practices, and matters affecting working conditions, except for such exceptions as identified in Section 30.3 below.

b. The parties agree that the Union has the right, in its own behalf, or on the behalf of any employee in the Unit to be present when grievances are being examined and processed.,

c. The only representative an employee may have under this procedure is a union representative or a representative approved in writing by the Union. An employee may pursue a grievance without union representative, but the adjustment must be consistent with the terms of the Agreement and the Union must be given an opportunity to be present at each step when an adjustment is made.

d. The Employer has the right to file a grievance on its own behalf.

e. When a group grievance is filed, it will be processed as a single grievance, and a decision rendered will be applied to the entire group. If they do not designate an individual to be the spokesperson of the grievance, communications will be made to the employee whose name appears first on the grievance, and;

f. Any grievance, not satisfactorily settled under this procedure shall be subject to binding arbitration which may be initiated by either the Union or the Employer, as authorized in Article 31 of this Memorandum of Agreement.

ARTICLE 30, NEGOTIATED GRIEVANCE PROCEDURE Continued:

Section 30.3 - SCOPE:

A grievance means any complaint:

- a. by an employee concerning any matter relating to the employment of the employee;
- b. by the Union concerning any matter relating to the employment of any employee; or,
- c. by any employee, the Union or the Employer concerning:
 - 1) the effect or interpretation or a claim of breach, of a collective bargaining agreement;
 - (2) any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.
- d. except that it shall not include a grievance concerning:

- (1) any claimed violation relating to prohibited political activities;
- (2) -retirement, life insurance, or health insurance,
- 3) a suspension or removal for National Security reasons, Section 7532 or Title VII, PL 95-454.
- (4) any examination, certification, or appointment,
- (5) the classification of any position which does not result c in the reduction in grade or pay of any employee, or,
- (6) separation of employee serving in a probationary period.

Section 30.4 - APPEAL OR GRIEVANCE OPTIONS:

An aggrieved employee affected by discrimination, a removal, or reduction in grade based on unacceptable performance or adverse action may at his/her option raise the matter under the statutory process, i.e., EEOC (Equal Employment Opportunity Commission) or MSPB (Merit Systems Protection Board), or the Negotiated Grievance Procedure, but

ARTICLE 30, NEGOTIATED GRIEVANCE PROCEDURE Continued:

Section 30.4 - APPEAL OR GRIEVANCE OPTIONS Continued:

not both. For purposes of this section and according to Section 7121 d and (e) (1) of Title VII, PL 95-454, an employee shall be deemed to have exercised his/her option under this section only when the employee files a timely notice of appeal under the appellate procedure or files a timely written grievance as identified in Section 30.7, Step 2 below. The employee's choice will be considered irrevocable. An employee may elect to be represented by an attorney or other representatives of his/her choosing in pursuing his/her option raised under the Statutory Process.

Section 30.5 - QUESTIONS OF GRIEVABILITY OR ARBITRABILITY:

In the event either party should declare a grievance non-grievable or non-arbitrable at any stage of the grievance process, but not later than the final decision of step 3 of this procedure, the original grievance shall be considered amended to include this issue. Accordingly, all disputes of GRIEVABILITY-or arbitrability shall be referred to arbitration as a threshold issue in related grievance.

Section 30.6 - GENERAL PROVISIONS:

- a. The Union has a Duty to provide fair representation to all employees in the bargaining unit without regard to Union membership or payment of dues.
- b. A grievance may terminate a grievance at any time by giving written notice to all parties involved.
- c. The time limits specified in the grievance procedure may be extended only by mutual consent by the Union Vice President and the Base Commander, or their designees; otherwise the grievance will advance to the next step.
- d. If a written grievance does not include the information required by this grievance procedure, the Base Labor Relations Officer, or his designated representative, will inform the grievance, or the grievant's representative, that the grievance does not conform with the procedural requirements of this Article and no further action will be warranted until such requirements are met.

ARTICLE 30, NEGOTIATED GRIEVANCE PROCEDURE Continued:

Section 30.6 - GENERAL PROVISIONS Continued:

- e. The parties consider the grievance to be resolved when an adjustment is made that is acceptable to the grievance.
- f. Reasonable time during working hours will be allowed for employees to discuss, prepare, and present their grievances.

Section 30.7 - PROCESSING PROCEDURES:

- a. Expedited Procedure:
 - (1) Step 1: Any complaint which involves an adverse action, a removal or reduction in grade based on unacceptable performance will be reduced to writing, and be provided by the concerned employee and the designated representative to the appropriate Employer representative within ten (10) work days of the final notice of action. The Employer will have ten (10) work days in which to answer the complaint in writing.
 - (2) Step 2: If the matter is not satisfactorily settled at Step 1 above, the Union can invoke arbitration within thirty (30) calendar days of receipt of the Employer's decision at Step

1.

b. Employee grievance Procedure: Employees grievances will be processed according to the following steps:

(1) Step 1: A grievance shall first be taken up by the grievance (and representative, if one is selected) with the immediate supervisor or the lowest level management official having the authority to render a decision. The grievance must submit the grievance in writing as outlined herein:

(a) date grievance filed:

(b) name of supervisor or management official to whom submitted;

(c) the grievant's name, address, duty assignment, and work telephone number;

(d) a statement that the grievance is being submitted in accordance with Article 30, Negotiated Grievance Procedure;

ARTICLE 30, NEGOTIATED GRIEVANCE PROCEDURE Continued:

Section 30.7 - PROCESSING PROCEDURES Continued:

(e) the specific and detailed nature of the grievance and the corrective action desired. (NOTE: both the grievance and the remedy fought must be of identifiable interest to the grievant).

(f) a statement as to whether or not there are witnesses to the incident causing the grievance, and the names, organizational assignments, and work telephone numbers of the witnesses, if any;

(g) the name, address and telephone number of the grievant's representative, if one is selected by the grievant;

(h) the grievant's signature.

The grievance must be presented within fifteen (15) calendar days from the date the grievant became aware of the situation which gave rise to the grievance to be filed. A decision will be given to the grievant within five (5) work days after presentation of the grievance. Such decisions will be in writing and every effort shall be made to ensure that it is clearly communicated and understood. Failure of management to meet this deadline shall enable the

grievant to proceed to Step 2 of the procedure without awaiting a response beyond the deadline date.

(2) Step 2: If the grievant is dissatisfied with the decision given at Step-1, the grievance will be reduced to writing by the aggrieved and initiated in accordance with the following:

(a) within five (5) work days after receipt of the written decision at Step 1, or five (5) work days after the date it should have been received, the grievance shall be presented to the Hospital Commander or designee. The grievant will specify in writing the minimum information as outlined herein:

1- date Step 2 grievance is filed;

2- name of supervisor or management official to whom submitted;

3- new information which has surfaced since the decision at Step 1 which does not change the issue at grievance;

4- copies of all information filed at Step 1;

ARTICLE 30, NEGOTIATED GRIEVANCE PROCEDURE Continued:

Section 30.7 - PROCESSING PROCEDURES Continued:

5- copy of decision of supervisor from Step 1;

6- the grievant's signature.

(b) Written notification will be provided to the Labor Relations Officer identifying the fact that a grievance has reached Step 2, including the names of the aggrieved employee and the first and second level supervisor.

(e) The appropriate official will discuss the matter with the grievant and anyone else considered by the official to have information pertinent to the resolution. The grievant will receive a written decision from the supervisor or management official within five

(5) work days from the date the grievance was presented.

The written decision will indicate that it is the operating official's final decision and explain in detail what efforts were made to adjust the grievance to the grievant's satisfaction. Should the remedy be denied, the written response will provide a statement indicating the grievant's right to submit the grievance to the next higher level management official, as appropriate.

(3) Step 3: If the grievance cannot be resolved as described in Steps I and 2 above, the grievant may pursue the matter as described below:

(a) Within five (5) work days from receipt of the decision in Step 2 above, the grievant may indorse the grievance to the Base Commander, MacDill Air Force Base, 33608, Attn: Labor Relations Officer of the CCPQ. The indorsement will contain as a minimum, a description of all prior resolution efforts, a copy of the decisions, and a clear, factual statement as to why prior settlement offers, if any, are unacceptable to the grievant.

(b) The Base Commander, or his designee, will review the grievance file and conduct any investigation deemed appropriate.

Within twenty (20) workdays from the receipt of the grievance file, the Base Commander will render a written final decision to the grievant and a copy provided to the grievant's representative, if appropriate, and the Labor relations Officer in the CCPO.

ARTICLE 30, NEGOTIATED GRIEVANCE PROCEDURE Continued:

Section 30.7 - PROCESSING PROCEDURES Continued:

(c) If the grievant's remedy again has not been satisfied, the Union may refer this grievance to binding arbitration, as outlined in Article 31. If the Union agrees to invoke arbitration, it will inform the Employer, in writing, as soon as possible, but not later than thirty (30) calendar days from the date of the Base Commander's final written decision. If the Union declines to invoke arbitration, the decision previously rendered by the base Commander will be final, and no further action will be warranted.

c. Employer-Union grievance Procedure: A grievance between the Employer and the union shall be forwarded to the Union President or Base Commander or their designees, as applicable. Such grievances shall be filed within fifteen (15) work days of the incident which gave rise to the matter, or fifteen (15) work days of the date of becoming aware of the incident. The grievance must be forwarded in writing. The grievance shall identify any dissatisfactions relating to the interpretation, application, a claim of breach of this Agreement, and/or conditions of employment. After receipt of the grievance to the Base Commander or Union President, or their designees, as applicable, a written decision shall be rendered within twenty (20) work days of receipt of the grievance. ' such decisions and its basis shall be in writing and forwarded to the aggrieved party by certified mail, return receipt requested, or delivered in person. The decision at this level shall be final unless the other party invokes arbitration. Failure of the responding party to answer in timely fashion shall allow the other to proceed to arbitration without further delay in

accordance with the provisions of Article 31 of this Agreement.

Section 30.8 - PROCEDURE FOR FILING DISCRIMINATION GRIEVANCE:

If an employee chooses to process a grievance based on discrimination under the provisions of this Article rather than use the Agency Administrative Appeals procedure, the rules under Section 30.7 will apply except as noted below:

- a. Expedited Procedure: The employer will have thirty (30) work days in which to answer the complaint in writing.
- b. Regular Procedure:
 - (1) A decision at Step 1 will be given to the grievant within fifteen (15) work days after presentation of the grievance.
 - (2) A decision at Step 2 will be given to the grievant within fifteen (15) work days after presentation of the grievance.

ARTICLE 31

ARBITRATION

Section 31.1 - APPLICABILITY:

If the Employer and the Union fail to settle any grievance processed under the Negotiated Grievance Procedure, the Employer or the Union, acting either as a grievant or as a representative of the employee, may refer the issue to arbitration. The notice referring the issue to arbitration must be in writing, signed by the Union President or Base Commander, or their designees, as appropriate, within thirty (30) calendar days following receipt of the decision by the aggrieved party. 11

Section 31.2 - SELECTION OF ARBITRATOR:

If the parties cannot agree upon a person to serve as an Arbitrator, the Employer and the Union will, within five (5) working days, jointly submit a request in writing requesting the Federal Mediation Conciliation Service (FMCS) to submit a list of seven (7) impartial persons qualified to act as an arbitrator. If within this five (5) working day period, an agreement cannot be reached by either management or labor concerning the submittal of a joint request to FMCS, either the Employer or the Union may submit a request to FMCS. Within five (5) working days after the parties have received the list, they will meet to mutually agree to select one person from the list

of arbitrators. If a mutual agreement cannot be reached, a toss of the coin will determine which party will be the first to strike one arbitrator's name. The other party will alternately strike a name and proceed in that order until one person remains. The remaining name will be considered to be the person selected to serve as arbitrator.

Section 31.3 - JOINT STIPULATIONS:

It is agreed that the parties may jointly enter into a stipulation of facts dealing with the issues involved. Should the parties fail to reach an agreement as to the issue(s) involved, each party will provide the arbitrator with an individual submission and cite that such submission is being submitted because of the parties' failure to agree on the issue(s).

ARTICLE 31, ARBITRATION Continued:

Section 31.4 - ADMINISTRATION:

The total costs of the arbitration process and expense including the arbitrator's fee shall be shared equally by the Employer and the Union. other than Air Force civilian witnesses, each party all bear the costs for its own witnesses. Should either party desire a verbatim transcript, the burden of expense for the transcript will be assumed by the party that desires it. should the other party subsequently desire the transcript, that party will share equally in the total costs of preparing that transcript. Travel expenses for the arbitrator shall not exceed that formally authorized under the Joint Travel Regulations, Volume II. At least five (5) workdays before the hearing, the parties will notify one another who their witnesses will be providing their duty location and work telephone number. Air Force civilians who are otherwise on a duty status will be on official duty time. the employer will make appropriate arrangements for employee witnesses to be available for the hearing. The arbitration hearing will be held, if possible, on the employer's premises during the regular day shift hours of the basic work week.

Section 31.5:

The parties agree that the arbitrator's award shall be binding. The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing, unless the parties mutually agree to extend the time limit.

Section 31.6:

The arbitrator shall have full authority to make the award as long as it is within the parameters of appropriate laws, including the Civil Service Reform Act, rules and regulations. Either party may file an exception to the award within a thirty (30) day period beginning on the date of such final and binding award. Accordingly, the arbitrator will date his award on the same date it is dispatched to the parties and placed in a registered return receipt mail. Additionally, the arbitrator will call both parties on the date his/her award is mailed and inform them that the award has been dispatched.

Section 31.7:

Unless the arbitrator decided the issue to non-arbitrable, or non-grievable, s/he shall hear arguments regarding both the arbitrability/grievability and the merits of the case at the same hearing.

ARTICLE 32

IMPASSE AND NON-NEGOTIABLE ISSUES

Section 32.1:

If during the term of this contract, negotiations should arise regarding proposed changes in conditions of employment, and after diligent efforts the parties are unable to reach agreement on a matter and there is no reasonable prospect that either party will modify its position to the extent necessary for agreement, the parties may submit a joint or individual request for assistance to Federal Mediation Conciliation Services as provided by Federal Mediation Conciliation Service regulations. In the event this fails to produce satisfactory settlement to the parties, the issue will be forwarded to the Federal Service Impasse Panel by either party in accordance with the rules of the panel.

Section 32.2:

Should in the course of negotiations a written declaration of non-negotiability is submitted to the Union by the Employer, the Union may appeal the Employer's declaration in accordance with the statute.

Section 32-3:

During the course of negotiations, the parties shall strive to overcome questions of non-

negotiability.

ARTICLE 33

LOCALITY WAGE SURVEYS

Section 33-1:

It is agreed and understood that provisions and regulations issued-in the Federal Personnel Manual regarding the Federal Wage System, plus all Amendments thereto shall be adhered to by the parties to this Agreement.

Section 33.2:

The Employer shall notify the Union promptly when advised by higher authority, normally the lead agency, regarding the starting date of an official Wage Survey for the area.

Section 33-3:

It is understood that employees in the unit, who serve on a Local Wage Survey Committee or as Data Collectors, will be on official duty.

Section 33.4:

It is agreed that the Union may submit requests for changes in the tentative survey dates, survey establishments, and survey jobs when they feel it would be beneficial to the Wage Survey. Such

requests shall be submitted by a designated representative and to the Chairman of the Locality Wage Survey Committee for appropriate action during the hearing conducted by the survey committee prior to the full scale wage survey, approximately four months.

ARTICLE 34

DURATION OF AGREEMENT

Section 34.1:

The effective date of this Agreement shall be the date approved by Headquarters Tactical Air Command. It shall remain in effect for three (3) years from approval date. Either party may give written notice to the other not more than sixty (60) days prior to the 18th month anniversary of the execution date, of its intention to reopen, to amend and modify this Agreement. Neither party will be allowed to open more than six (6) articles as negotiated herein. Furthermore, the parties may jointly agree to open no more than four (4) additional Articles as negotiated herein.

Section 34-2:

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

Section 34.3:

This Agreement will be automatically renewed . for a period of three (3) years if neither party notifies the other of intention to negotiate supplements or a new Agreement during the 105 to 60 day period prior to expiration.

Section 34.4:

Either party may unilaterally at any time request reopening of the Agreement in order to bring its provisions into conformance with subsequently published policies and regulations by law or by the regulations of appropriate authorities.

Section 34.5:

It is understood that the Agreement, any modifications thereof, or supplements thereto will terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under the title VII, Public Law 95-454. Termination of the Agreement does not in and of itself terminate the Union's recognition. Modification of or supplements to this Agreement require the same approval as the basic Agreement and these supplements will terminate at the same time as the basic Agreement.