

**SUPPLEMENTAL
LABOR AGREEMENT**

BETWEEN



**AIR FORCE
METROLOGY AND CALIBRATION
(AFMETCAL)
DETACHMENT 1**

AND

**LOCAL 2221
AMERICAN FEDERATION
OF
GOVERNMENT EMPLOYEES
(AFL-CIO)**

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AIR FORCE METROLOGY
AND CALIBRATION
DETACHMENT 1
(AFMETCAL DET 1)

LOCAL 2221 OF THE
AMERICAN
FEDERATION OF
GOVERNMENT
EMPLOYEES
(AFGE LOCAL 2221)

(EMPLOYER)

(UNION)

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ARTICLE 1

USE OF OFFICIAL FACILITIES

SECTION 1.01(S): The Employer agrees to furnish 249 square feet of lockable/securable office space for the exclusive use of the Union (currently located in Room 43H6 of Building 4). The location of this space will be readily accessible (lack of physical barriers) to all employees at AFMETCAL Det 1.

SECTION 1.02(S): The following normal services will be included with the office space:

- a. Lighting, heating, cooling, and janitorial services.
- b. Readily available drinking water and restroom facilities.

SECTION 1.03(S): The parties recognize that workload and/or mission requirements may necessitate relocation of the union office. If such relocation becomes necessary, the Union will vacate the office space within 90 days of receipt of a written notice from the AFMETCAL Det 1 Commander. The Employer further agrees that upon issuance of the 90-day relocation notice, the Union will be informed as to the availability of other comparable Detachment office space. If such space is available, the Union may request renegotiations of this article. Such renegotiations will not constitute a reopening of the entire supplemental agreement. In the event other space is not available, the Union will move its office off the premises. Travel time to such facilities will be as specified in Article 4 of the Master Labor Agreement.

SECTION 1.04(S): The Employer agrees to provide three phone lines for use by the Union. The Union agrees to pay for any and all long-distance telephone calls.

SECTION 1.05(S): Other facilities may be requested by the Union for conducting monthly meetings, elections, training, etc. Such facilities shall be provided for use, if available, to be utilized within the time constraint as furnished at time of approval.

SECTION 1.06(S): The Employer agrees to provide and/or replace office furniture/equipment, such as desks, typing desks, chairs, tables, bookshelves, filing cabinets, supply cabinets, etc., as appropriate.

SECTION 1.07(S): The Employer agrees to provide (2) parking spaces for the exclusive use of the Union.

ARTICLE 2

RIGHTS OF THE EMPLOYEES

SECTION 2.01(S): In order to contribute to the morale and welfare of its employees, the Employer agrees to make the following services available upon request and as required by Air Force Regulations and Instructions:

- a. Health Benefits Program information.
- b. Life and Accident Insurance Program Information.
- c. Pre-Retirement Counseling
- d. Survivor Assistance Counseling

SECTION 2.02(S): All employees shall be treated fairly and equitably and without discrimination in all aspects of personnel administration.

ARTICLE 3

TIME AND ATTENDANCE

SECTION 3.01(S): The parties recognize that a time and attendance reporting system may be necessary for employees who either report to their work site late or leave their work site early.

1st Occurrence: Sixty days direct reporting as determined by supervisor.

2nd Occurrence: Indefinite direct reporting as determined by supervisor.

SECTION 3.02(S): The employee may request a review by the supervisor at six-month intervals from the date of direct reporting. The decision of the supervisor is final.

ARTICLE 4

EMPLOYEE COUNSELING SERVICES

SECTION 4.01(S): The parties agree that the use of the Employee Assistance and Referral Service Office at WPAFB is normally voluntary. Bargaining unit employees will not be ordered or directed to make use of this service unless specifically required by governing regulations or instructions.

ARTICLE 5

SMOKING

SECTION 5.01(S): The parties agree to comply with the provisions of AFMETCAL Det 1 DOI 40-1, Tobacco Use in the Air Force, AFPD 40-1, Health Promotion and AFI 40-102, Tobacco Use in the Air Force, in accordance with any applicable Command Level MOA's.

ARTICLE 6

EMPLOYEE PERSONNEL FILES

SECTION 6.01(S): The Official Personnel Folder (OPF) prescribed by the Office of Personnel Management is the official repository for records affecting an employee's status and service during his entire government employment. The folder provides a basic source of factual data about the employee's employment history and is used primarily by the Civilian Personnel Office in screening qualifications, determining status, computing length of service and for other information needed in providing civilian personnel services. In addition, folders may be reviewed by or be used to furnish information to supervisors and operating officials who are considering employees for promotion or other assignment, and for other official purposes in performing personnel management responsibilities.

a. It is agreed that, to the extent that it is not contrary to law, regulation or Office of Personnel management policy, employees upon request, may review their personnel folder at reasonable intervals.

b. Employees acting as designated representatives in a statutory appeal or formal/informal grievance proceeding may, upon written authorization by the employee, review the OPF of the affected employee. Copies of documents contained in the OPF shall be provided employees or authorized representatives upon request. The parties agree copies of documents will be held to a minimum and such copies will be pertinent to the representational function being performed.

SECTION 6.02(S): AF Form 971, Supervisor's Employee Brief, is the supervisor's record of a subordinate employee. The parties agree that the AF Form 971 file shall be a confidential record and access will be limited to the employee concerned and persons having an official need to know.

a. Entries placed in the employee's AF Form 971 file (Block 15 of AF Form 971 and supplements to Block 15) relate to employee's conduct, performance or entries of a rehabilitative nature and will be discussed and shown to the employee. The employee will initial and date said entry. The employee's initials and date acknowledge only the entry was discussed, not that the employee agrees or disagrees with said entry.

b. A copy of any entries regarding conduct, performance or rehabilitative material entered into the AF Form 971 file shall be made available to the employee or as provided above in Section 7.01(b), the designated representative, upon request.

ARTICLE 7

ADMINISTRATIVE PROCEDURES

SECTION 7.01(S): In the course of effectively conducting public business, safeguarding the public interest and carrying out the provisions of the Master Labor Agreement (MLA) and Supplemental Labor Agreement (SLA) thereto, Union and Management officials must accomplish a variety of administrative tasks. Since many of the administrative procedures are not specified in the MLA, the parties agree to the following administrative procedures:

a. The moving party will perform administrative processing activities, which will include but are not limited to:

(1) When the panel of arbitrators is received, arranging the time and place to select arbitrators with the responding party within the time limits specified in the MLA.

(2) Making telephone calls or writing the selected arbitrator to arrange the mutually acceptable date of arbitration with follow-up notice to the responding party.

(3) Along with the written request for expedited arbitration, the Union will send the list of witnesses with the said request.

(4) Initiate telephone cancellation and/or postponement with follow-up written confirmation letters to the arbitrator.

(5) Preparing correspondence to arbitrators which give directions to AFMETCAL Det 1 and which commit the arbitrator to services to be rendered and fees to be paid as prescribed by governing rules and contract provisions. The moving party must advise the arbitrator to contact the moving party at the number indicated in the correspondence. Upon arrival, escort services, and related arrangements will be made.

b. Copies of all correspondence concerning these administrative arrangements will be provided to the responding party prior to issuance to insure proper information and coordination. The responding party will acknowledge via written receipt of such notices.

SECTION 7.02(S): Requests for extensions of time limits to elevate grievances, issue decisions on grievances, exchange witness lists, requests for union-sponsored training, or any other requests with related time limits specified in the MLA and SLA, must be submitted in writing by the party requesting the extension. These requests must be made prior to or on the original due date. The parties must mutually agree upon such extensions.

ARTICLE 8

RIGHTS OF THE LOCAL

SECTION 8.01(S): The Employer agrees that authorization shall be given Local 2221 to conduct membership drives at a reasonable frequency. Participating employees must be in a nonduty status.

SECTION 8.02(S): The Employer agrees to comply with the provisions of Article 8 of the MLA, Dues Withholding.

ARTICLE 9

COMMITTEES

SECTION 9.01(S): Management recognizes its responsibility to obtain input from the Union and its members on matters affecting changes in personnel policy, practices, and working conditions where such changes are bargaining-unit wide. Such matters may include, but are not limited to, quality of life initiatives, construction projects, reorganizations, contracting-out initiatives, and similar changes that impact the bargaining unit. The Union may request at any time to attend meetings affecting bargaining unit employees. The Union will be afforded the opportunity to be in attendance and present its views and ideas for management's consideration at an appropriate time before such projects or changes are made final and disseminated to the work force. Copies of official minutes taken of those meetings will be given to the Union. Membership on committees established by Management for such purposes will be by invitation of Management unless currently authorized by the provisions of the Master Labor Agreement.

ARTICLE 10

UNFAIR LABOR PRACTICE CHARGES

SECTION 10.01(S): The parties agree to give a 10-day notice before formally filing an Unfair Labor Practice (ULP) charge.

SECTION 10.02(S): The 10-day period will begin when the responding party signs acknowledgement of receipt of the prescribed form.

SECTION 10.03(S): The purpose of the 10-day period is provided for the parties to pursue possible agreeable resolutions to the ULP.

ARTICLE 11

SPECIAL TYPES OF ABSENCE

SECTION 11.01(S): The Employer agrees that upon request and for the purpose of serving as an officer or a representative of AFGE, employees will be granted leave without pay (LWOP) in increments of 12 months in the absence of compelling need requiring denial of such requests. When an employee is on LWOP under the provisions of this supplement, he/she will be returned to the position they would have been entitled to had they not taken LWOP. The last performance appraisal given such an employee will be continued as provided for by controlling Air Force Regulations and Instructions.

SECTION 11.02(S): Late reporting due to unavoidable delays caused by hazardous weather conditions may be administratively excused in accordance with the AFMETCAL Det 1 Commander's policy letter which is published annually.

SECTION 11.03(S): A bargaining unit employee(s) is eligible for court leave in accordance with applicable regulations. The employee will present to the immediate supervisor or designee a copy of the summons, subpoena or court order as evidence to support the court absence.

SECTION 11.04(S): Air Force Instructions will be followed in granting excusal for blood donations.

a. The leave-approving official for travel may grant excusal of up to four hours from the work site to the Bloodmobile, time for processing, donation and recuperation. Employees

wishing to donate blood must first seek and obtain approval for release from work by the leave-approving supervisor.

Authorization to donate blood will be granted on a Standard Form 71. The employee will have the SF 71 annotated and certified by a Bloodmobile official.

b. Release from the designated recuperation area will be determined by the authority in charge of the blood donation facility to insure there are no health or safety hazards to the donor or to others.

ARTICLE 12

PUBLICATIONS/DATA TO THE UNION

SECTION 12.01(S): Personnel data to the union. The Employer semi-annually will provide to the Union a current list of all employees in the Unit. This list will give the employee's name, grade and organization. Monthly, the Employer will make available to the Union the following bargaining unit employee information:

- a. New Hires
- b. Separations
- c. Union members (on payroll deduction)

SECTION 12.02(S): Local Supplement. The Employer will furnish the Union with 100 copies of the Supplemental Labor Agreement. A copy of the SLA will also be posted to the AFMETCAL Det 1 website.

ARTICLE 13

DRESS AND APPEARANCE

SECTION 13.01(S): Employees are expected to comply with reasonable dress and grooming standards, based on comfort, productivity, health, safety and type of position occupied.

SECTION 13.02(S): Any management requirement for specific civilian dress and appearance can be based only on the above standards. Any prohibition must be based on a clear showing that the prohibited article of clothing contributes to an unsafe, unhealthy, nonproductive, or disruptive work environment. Management disagreement with style, mode of dress, and grooming now in fashion is not an adequate criterion for making such a determination.

ARTICLE 14

RIGHT TO PRIVACY IN THE WORKPLACE

SECTION 14.01(S): The Union and the Employer agree that discussions involving matters covered under the Privacy Act, personal problems or which deal with discipline and/or job performance problems, will be held in a manner that insures reasonable privacy for the employee.

SECTION 14.02(S): Where reasonable privacy cannot be insured, such discussions will normally be postponed until a suitable room is available.

SECTION 14.03(S): Any notes or similar written materials related to such discussions will be kept with the AF Form 971 to insure that access to such information can be strictly limited.

ARTICLE 15

TOUR OF DUTY AND HOURS OF WORK

SECTION 15.01(S): For purposes of this article, the following definitions apply:

a. Normal Tour of Duty: The basic workweek shall consist of five (5) consecutive eight-hour days, Monday through Friday. The occurrences of holidays shall not affect the designation of the basic workweek. Normal business hours at AFMETCAL Det 1 are 0745 to 1630 with a 45-minute lunch period.

b. Uncommon Tour of Duty: Any tour of duty, which is scheduled to include Saturday and/or Sunday, or fewer than five, but not more than six days of the administrative workweek.

c. Hours of Work: The hours which an employee works and which begin and end at specified times during the day.

SECTION 15.02(S): The administrative workweek shall be seven consecutive days, Sunday through Saturday. The basic workweek normally shall consist of five eight-hour days, Monday through Friday. Generally, employees will be scheduled to work the same hours each day of the basic workweek. The occurrences of holidays shall not affect the designation of the basic workweek. If Management determines that a tour of duty other than normal is required, such a tour may be established. The Union will be notified when an uncommon tour of duty is to be established for Impact and Implementation bargaining as appropriate.

SECTION 15.03(S): Rest Periods.

a. During each four (4) hours of continuous work, a rest period of 10 minutes will be allowed and scheduled by the supervisor.

b. Rest periods are scheduled by the supervisor.

SECTION 15.04(S): Flexitime Work Schedules: Flexitime is a work environment where fixed times of arrival and departure are replaced by a Core Time, during which all employees must be present and a Flexible Time when employees may arrive and depart. The intent of flexitime is to allow the employee flexibility to plan each workday to meet personal needs in areas where workload permits. Management may establish flexitime work schedules in work sites, which can accommodate such variable schedules. When it becomes necessary to take employees off of their flexitime schedule and place them back on the regular work schedule for the area, the employees in the unit will be given an appropriate notice, usually not less than three working days except when emergency conditions require lesser notice. The parties agree that notice to the Union is not required for these changes.

SECTION 15.05(S): The Employer agrees that the flexitime work schedules may be established to conform to the following criteria:

a. “Core Time” is the six-hour period (0900 to 1500) excluding a lunch period designated by Management as the essential portion of an eight-hour workday. A Core Time of six hours will be set by the immediate supervisor and will be followed by all his/her employees. Exceptions to the set Core Time may be

requested; however, approval of these exceptions is at the discretion of the supervisor and must be obtained in advance.

b. Flexible time is that part of the workday during which the employee has the option to select the starting and quitting times within the limits established by the immediate supervisor. Flexible early arrival time (0600 to 0900) begins no earlier than three hours before core time begins. Flexible late departure time (1500 to 1800) begins at the end of the core time for a period not to exceed three hours. Individual duty hours must be approved in advance by the supervisor.

SECTION 15.06(S): Any change to an employee's established work schedule, which an employee wishes to make, must be requested in advance. The supervisor will make every effort to approve or disapprove such a request in a timely manner. Emergency requests may be made on the day required where circumstances are such they could not have reasonably been made in advance.

SECTION 15.07(S): An employee is not permitted to be absent during Core Time unless leave has been requested and approved. Lunch periods may not exceed one hour in duration and will be taken between 1100 and 1300. Supervisors may establish special tours of duty for educational purposes. Should this exception be granted, it is understood that the employee must complete no more nor no less than 8 hours of work during his/her daily tour of duty. Approval of this exception is at the discretion of the immediate supervisor and must be obtained in advance. Premium pay cannot be paid to an employee whose tour of duty is rescheduled for educational purposes.

SECTION 15.08(S): The supervisor may revoke the flexitime schedule of any employee who is found abusing such schedules by reporting to work late or leaving early.

SECTION 15.09(S): Nothing in this article excuses the employee from properly obtaining leave. The emergency leave requests and/or procedures for employees during flexible time when the immediate supervisor is not present will be in accordance with Articles 23 and 24 of the MLA.

SECTION 15.10(S): Credit Hour Program. This is a form of Alternative Work Schedule which allows an employee to vary his/her work schedule based on working extra hours, which have been approved in advance, for credit to be applied to extra hours or days off. The following procedures apply to the Credit Hours process:

a. Within the limits described herein, employees will be authorized to vary their hours of duty normally from day to day, week to week and pay period to pay period based on a preapproved schedule. However, employees are responsible for meeting their job requirements. No more than 2 credit hours can be earned in a workday. They cannot be earned on non-workdays (i.e., Saturday and Sunday, if the normal work week is Monday through Friday).

b. All Credit Hours to be worked must be requested by the employee and approved in advance by the supervisor. Use of such hours must also be requested and approved in advance. They may be used in the pay period in which they are earned, or a maximum of 24 Credit Hours may be carried over from pay period to pay period. Carry over hours in excess of 24 will be forfeited and cannot be converted to overtime after the fact. **EVERY EMPLOYEE IS RESPONSIBLE FOR THEIR CARRY OVER**

ACCOUNT. CALCULATION ERRORS MAY RESULT IN LEAVE BEING CHARGED OR CARRY OVER CREDIT BEING FORFEITED.

c. An Employee Work Schedule must be submitted in writing in advance of the beginning of the pay period and approved by the supervisor. Employees are not required to submit a new work schedule unless a change is being requested. Temporary changes to an approved employee work schedule may be granted by supervisors at any time as long as the employee will have worked or earned enough Credit Hours to account for the 80-hour pay period. In granting approval of Employee Work Schedules, supervisors must assure:

(1) Adequate employee and supervisory coverage to meet operational demands of mission requirements. Supervisors retain the right to determine participation, the level of participation (i.e., number of employees in a classification who could choose the same schedule), set up or change any work schedule in order to accomplish the mission.

(2) Where a conflict in scheduling occurs, pre-scheduled annual leave will normally take priority over Credit Hours time off.

(3) Credit Hours used may be for an entire workday or a portion of a workday, as long as the 80-hour requirement for that pay period is met and the employee's schedule is approved in advance by the supervisor. Employees will be offered the opportunity to resolve scheduling conflicts among themselves. If that cannot be accomplished, the dispute will be resolved by the supervisor based on mission needs or giving the most senior employee (based on service computation date) preference.

d. **TDY or TRAINING:** An employee participating in Credit Hours will normally work the normal duty hours (5 days/8 hours-flextime) while in either TDY status or extensive training for the pay period involved, unless an alternate arrangement can be agreed upon between the employee and the appropriate supervisory authority prior to the TDY or training. If the employee is away from the office, but in the local commuting area, and the duration of the business is less than the duration of the employee's normally scheduled workday, the employee must report to the office to complete the required work hours. Reasonable travel time will be counted in the work hours.

e. **EXTENUATING CIRCUMSTANCES:** When circumstances arise, which are both unusual and extenuating (i.e., family death, personal emergency, serious illness in the family, work deadlines or commitments, etc.), an individual employee participating in Credit Hours, upon written request, or other means when necessary, may, upon notifying his/her immediate supervisor, amend the choice of a non-workday to another workday in the same pay period, if applicable.

f. **LEAVE:** Based on the need to use emergency annual leave or sick leave, the employee may request to alter his/her Credit Hours request for that pay period.

ARTICLE 16

DISTRIBUTION AND PUBLICITY

SECTION 16.01(S): The Employer agrees to permit the Union to have, for its exclusive use, two bulletin boards, approximately 3' x 4'. These bulletin boards will be specifically identified "AFGE Local 2221." This space will be used to display official Union documents. One board will be located in Building 4 and the other in Building 2. The Union will be responsible for posting its materials and for assuring it is kept neat and orderly at all times.

SECTION 16.02(S): The Union may be allowed access to the AFMETCAL local network (e-mail system) subject to management approval.

ARTICLE 17

ALTERNATE DISPUTE RESOLUTION (ADR) PROCEDURE

SECTION 17.01(S): The Parties recognize the beneficial effects to be achieved by embracing non-adversarial procedures that might facilitate resolution of disputes. In this spirit, it is understood and agreed that the Union and the Employer shall endorse the following ADR Procedure in accordance with Article 6, Section 6.02 of the Master Labor Agreement.

a. Mediation for purposes of this article is defined as a form of alternate dispute resolution in which the parties involved (Employer, Union, and Grievant) mutually and voluntarily agree to have a neutral third party facilitate negotiation of a settlement, which will be satisfactory to both parties.

b. Mediator, for purposes of this section, is defined as an individual who acts as an intermediary in an attempt to resolve a grievance with the consent and cooperation of both the employee and the management representative.

c. An employee electing to request the ADR option must first file an AFMC Form 913, Standard Grievance Form, with the first level supervisor within 20 calendar days of the date of the management action giving rise to the grievance or reasonable awareness of such action or occurrence. Such grievance is initiated by completing Part 1 of the 913. The grievant must also indicate on the 913 that he/she wishes to use the ADR procedure. If the grievant or the Employer decline to enter into ADR mediation, the grievance will be processed at Step 1 in accordance with the Negotiated Grievance Procedure. Prior to the Step 1 grievance meeting, the grievant may request the use of ADR in

writing and provide this request to the first level supervisor even if initially the grievant had not indicated an interest in using ADR. The first level supervisor must immediately contact the servicing Employee Relations Specialist to coordinate the determination by the Employer whether or not to utilize ADR for the specific grievance.

d. The mediators will be listed in alphabetical order on a roster maintained in both the Staff Support Office and WPAFB Civilian Personnel Office and will be available for Union review upon request. If the Employer concurs with the request for ADR mediation, the Staff Support Office (after discussion with the Civilian Personnel Office) will be responsible for notifying the union representative (if any) that the grievance has been accepted for mediation. The Union and the Employer will review the mediator roster and jointly concur on the primary mediator and an alternate in the event that the primary selectee is unavailable. The mediator, so identified, will be the selected mediator for the dispute. A co-mediator may be chosen by the ADR program manager, based on training needs or other program concerns.

e. The Staff Support Office will notify the WPAFB Labor Relations Office who will promptly contact the duly selected mediator, notify the mediator of his/her selection, and provide the name, organization, and phone number of the grievant, and the management official who will represent the Employer in the mediation.

f. The selected mediator will promptly contact the grievant and management official and set up a mediation session convenient to all the parties to be in attendance.

g. Mediation sessions pursuant to this section will be conducted on the Employer's premises normally during the regularly scheduled hours of work. No employee participant will be made to suffer any loss of pay, or charge to leave, to the extent he/she is otherwise in a duty status. Normally mediation sessions will not exceed three hours in duration, and no overtime is authorized or payable for any time spent pursuant to this procedure. Attendance at the sessions will be restricted to the mediator, the grievant and the management official identified for the mediation. It is agreed that participation in the mediation sessions by representatives of either side will only be by joint agreement. The mediation session will normally occur within 15 workdays of the Employee's original request under the ADR Procedure. It is understood and agreed, that if the mediation fails to result in an acceptable resolution agreement, the grievant shall have the right to move the grievance to Step 1 of the negotiated grievance procedure. Such submission must occur within seven (7) calendar days following the unsuccessful mediation session. The grievant or representative will do this by contacting the Staff Support Office who will notify the Servicing Employee Relations Specialist. It is understood and agreed that the mediator will attempt to facilitate the parties resolving the stated issue(s) only. If mediation is successful, any commitments made will be reduced to a written agreement and signed by the parties. This agreement, once approved, will be considered final and binding upon the parties, and will be considered as full and final resolution to the complaint. A copy of the settlement agreement will be provided to the union representative (if any). The complaint may not be processed further or again under the provisions of the grievance or ADR procedures.

h. It is understood and agreed that mediators will not be called as witnesses in any subsequent due process proceedings involving

issues they may have attempted to mediate. The parties agree that except for the final written mediation agreements, no part of the mediation process, under this Article, may be used as evidence in any subsequent grievance or third party proceeding. This is to insure the confidentiality and credibility of the parties to the discussions. All settlement agreements will be tentative pending review of their legal and regulatory adequacy by representatives of the Civilian Personnel Division, the Staff Judge Advocate, or other subject matter program expert as appropriate. The review will be completed within five workdays of the signing of the final written mediation agreement. ADR settlement agreements will not be considered as precedents or past practice.

ARTICLE 18

REDUCTION-IN-FORCE (RIF)

SECTION 18.01(S): The Employer agrees to notify the Union of pending RIF actions, at which time the Union may make its views and recommendations known concerning the implementation of such RIF actions. The Employer will also inform the Union in writing of any changes, from the previous RIF, in RIF laws, rules, regulations, policy or local practices. The Union has ten (10) calendar days after receipt of the Employer's written notification to request bargaining regarding those changes. Bargaining is limited to the impact and implementation of those changes.

SECTION 18.02(S): In the event of a RIF, existing vacancies within the competitive area may be utilized to place employees in continuing positions who otherwise would be separated from the service.

SECTION 18.03(S): All Group I (Career) or Group II (Career-conditional) employees separated by RIF shall be placed on the Reemployment Priority List (RPL) for all positions for which they are qualified and available unless the employee declined a RIF offer of assignment under applicable laws, rules and regulations. Separate lists are maintained for full-time and less than full-time employees. All such persons must apply to be placed on the list in order by tenure group and subgroup. All such employees will be rehired in temporary and permanent positions for which qualified and available in accordance with their service computation date in each tenure group and subgroup. It is understood that acceptance of a temporary appointment will not alter the employees rights to be offered permanent employment, provided he is otherwise eligible for a continuing appointment. This Section does not

preclude higher priority lists; this Section refers only to the “Reemployment Priority List.”

SECTION 18.04(S): Members of the Civilian Personnel Division (CPD) will provide information to the Union representatives, and their alternate, in the function of RIF. Such information will encompass the procedures, regulations and other pertinent aspects of the RIF process to insure that the subject representatives will be fully informed and capable of understanding the RIF process.

SECTION 18.05(S): At any time that the CPD determines a RIF must be carried out, and members of the Unit are among those to be included in the RIF, the Union RIF representatives will be alerted and given a briefing regarding the need and reasons for conducting the RIF.

SECTION 18.06(S): When the CPD has completed planning for the RIF cycle, but prior to the distribution of RIF letters to the affected employees, the Union RIF representatives will be given a full and complete briefing of all actions taken which directly affect any members of the Unit. After the CPD has completed the bump and retreat process, and before the numbers are announced to employees, the Union RIF representatives will be given the proposed RIF numbers. The Union representatives will be given the opportunity to ask questions regarding the actions to be taken, and complete answers will be given as they pertain to the Unit members. The CPD will provide employees with a 60 day written RIF notice prior to the effective date of the action.

SECTION 18.07(S): The Union RIF representative will be given the opportunity to view any RIF documents that pertain directly to a Unit member, when designated by the affected unit members as his or her representative. Such examination of RIF documents will

be conducted in cooperation with one of the CPD RIF monitors. All persons who have access to RIF information will maintain the confidence of such information until officially released.

SECTION 18.08(S): The Union shall be furnished a list of the names and classifications of Unit employees affected by RIF actions, including all updates to such listing. After the effective date of the RIF, the Union will be provided the names and adjusted service computation dates for employees entering the bargaining unit through RIF.

SECTION 18.09(S): RIF placement grievances are limited to actions effected on the effective date of the RIF.

SECTION 18.10(S): This article is comprehensive and no additional bargaining is authorized regarding reductions-in-force except as specifically provided for in this article.

ARTICLE 19

TERMS OF AGREEMENT

SECTION 19.01(S): This Supplemental Agreement shall continue in full force and effect in accordance with the provisions of the 2002 AFGE-AFMC Master Labor Agreement.

SECTION 19.02(S): Any provisions of local regulations which are inconsistent with this agreement as of the date of execution are hereby superseded. Further, this Agreement controls over any subsequently issued local regulations, which are inconsistent with it. All previous Local Supplemental Agreements and Memoranda of Agreement or Understanding and Letters of Intent will be null and void upon implementation of this agreement.

