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## **ARTICLE 1 GENERAL PROVISIONS**

**Section 1. AUTHORITY:** This Agreement is executed pursuant to the exclusive recognition granted Local 1737, an affiliate of the American Federation of Government Employees (AFL-CIO) (hereinafter referred to as the Union) and the installation commander, McConnell Air Force Base, Kansas (hereinafter referred to as the Employer).

**Section 2. PURPOSE:** The Employer and the Union hereby enter into a Labor-Management Agreement which will have for its purpose among others, the following: (1) to promote fair and reasonable working conditions; (2) to promote improved personnel programs designed to aid the employees and the Employer, McConnell Air Force Base; (3) to promote the highest degree of morale and sense of responsibility; (4) to adjust promptly all differences arising between the Employer and Union in matters covered by this Labor-Management agreement; (5) to promote employee-Management cooperation between the Employer and its employees; and (6) to provide a safe and healthful work environment.

**Section 3. UNIT DESCRIPTION:** All Air Force civilian employees located at McConnell Air Force Base, Kansas, paid from appropriated funds and serviced by the McConnell AFB Civilian Personnel Flight (CPF), exclusive of all nonappropriated fund employees, employees engaged in Federal personnel work in other than a purely clerical capacity, and professional employees, Management officials, confidential employees and supervisors as defined in the Federal Service Labor-Management Relations Statute.

**Section 4. EXCLUSIVE RECOGNITION:** The Employer recognizes the Union as having exclusive recognition initially granted through the provisions of Executive Order 10988. Such recognition shall continue as long as the Union is representative of the employees under the criteria set forth for exclusive recognition in (Public Law 95-454) Title VII, Federal Service Labor Management Relations. The Union, as the exclusive representative of the employees in the unit, shall be responsible for representing the interests of all eligible employees without discrimination and without regard to membership in the Union.

**Section 5. MANAGEMENT DESIGNEE:** The Civilian Personnel Officer or his/her designee within the CPF at McConnell Air Force Base, Kansas, is authorized to act for the installation commander in the interpretation and application of the provisions contained in this Agreement.

**Section 6.** The Employer and the Union are obligated to meet at reasonable times to confer or negotiate in good faith with respect to procedures for settlement of grievances over the interpretation or application of the contract, personnel policies and practices, and other matters affecting general working conditions of employees in the unit of recognition which are appropriate for discussion or negotiation.

**Section 7.** The Employer will honor the obligation contained in 5 USC 7117, to meet and confer in good faith with the Union prior to implementing any changes to personnel policies and practices or matters affecting working conditions of employees of the unit. The Union will be notified of any proposed changes and given reasonable time to negotiate the matter.

Section 8. Disputes arising from the above procedures may be handled through either the negotiated grievance procedures contained in this Agreement or in accordance with PL 95-454, but not both.

Section 9. Whenever language in this Agreement refers to specific duties or responsibilities of specific employees or Management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

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

Section 1. In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including applicable Employer policies in existence at the time the Agreement was approved, and by subsequently published Employer policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

Section 2. Nothing in this article shall restrict the right of an employee or employee representative to express dissatisfaction and exercise their grievance and appeal rights provided by laws, regulations and policies, and this Agreement.

Section 3. Nothing in this article shall preclude the Employer and the Union from negotiating the procedures which the Employer will observe in exercising any authority under this article, or from negotiating appropriate arrangements for employees adversely affected by the exercise of any authority under this article.

## **ARTICLE 3 RIGHTS OF THE EMPLOYEE**

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

Section 2. The freedom of such employees to assist the Union shall be recognized as extending to participation in the Management of and acting for the Union in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. Such activities shall be conducted during off-duty hours, except as provided elsewhere in the Agreement.

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

Section 4. The terms of this Agreement do not preclude any employee, regardless of Union membership, from bringing matters of personal concern to the attention of appropriate officials

of the Employer in accordance with applicable laws, rules, regulations, or policies from higher authority.

Section 5. Nothing in the Agreement shall require an employee to become or to remain a member of a 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.

#### **ARTICLE 4 EMPLOYER-UNION COOPERATION**

Section 1. Upon request the Employer will furnish the Union with a list of the names, position titles, work location, and grades of all eligible employees of the unit.

Section 2. Representatives of the Union and the Employer shall meet regularly to discuss matters with respect to personnel policies and practices and matters affecting working conditions, subject to the provisions of the Agreement. Except by mutual consent, such meetings will be held monthly. Records of the meetings shall be kept by procedures agreed to by both parties. Except by prior approval of the installation commander or the Civilian Personnel Officer, Union representation at such meetings will be limited to not more than three employees present without charge to leave.

Section 3. The Union agrees to cooperate with the Employer in voluntary charity drives and to lend its support to these worthy causes. In conducting these drives, the parties will be guided by appropriate regulations which provide that no compulsion or reprisals will be permitted. Confidential gifts may be made by placing contributions in sealed, unmarked envelopes.

Section 4. A list of contributors or amounts may not be noted or retained at the organizational level of the contributor after the charity drive. This does not, however, preclude Civilian Payroll from retaining such lists for payroll deduction purposes.

#### **ARTICLE 5 USE OF OFFICIAL FACILITIES**

Section 1. The Employer agrees that subject to safety and security regulations, the Union may hold their meetings in base facilities where space is available. Such meetings must be held during the non-duty hours of the employees involved. The Union will

- a. leave the facilities in the same condition found,
- b. be responsible for the proper care and protection of all government property, and
- c. adhere to all safety and security regulations.

Section 2. A complete set of electronic AF regulations is available at <https://afpubs.hq.af.mil>; McConnell AFB regulations at <http://www2.mcconnell.af.mil>, federal laws/regulations at <http://www.law.cornell.edu>, or <http://www.access.gpo.gov>, or <http://fedlaw.gsa.gov>. The Union may access these documents at their discretion on personal computers at home or at work upon coordination with their supervisor for use of official time. The Union agrees to make every

effort to locate reference materials independently and the Employer agrees to assist Union officials in locating sources for official documents when assistance is requested.

Section 3. The Employer agrees to provide office space of approximately 750 square feet for use by the Union in accordance with applicable rules and regulations on representation. The Employer also agrees that the Union may display their Union emblem on the outside of their designated office door and window.

Section 4. The Union will be permitted to use photocopying equipment located in the CPF to provide employees with copies or documentation pertaining to an adverse action or filing of a grievance. A limit of 10 copies per document and a total of 100 copies per month will be allowed. Union officers and Stewards may request of their supervisor that they be allowed the use of a computer which may be available in their work area for brief internal Union business during breaks or lunch periods and during official representational time. The Employer is encouraged to accommodate such requests.

Section 5. The Employer agrees to allow the Union, upon their request, to publish in the base telephone directory the on-base telephone numbers of Union officials and Stewards. Union officers or designated representatives will be permitted to use telephones located in work areas for conducting labor-Management or official representational duties.

Section 6. The Employer agrees to provide an official slot designated for receipt of incoming Union mail in the designated work area of the Union President.

Section 7. The Employer will provide the Union with a functional computer system to include monitor, processing unit, keyboard, mouse, and printer, and standard software programs made available to the majority of installation users. The system will be compatible with the Employer's technology and include access to base e-mail and Internet. The Union may utilize the system for approved official duties and responsibilities related to the representation of bargaining unit employees. It is agreed the Union will not use government-furnished equipment or services to solicit Union membership, post Union notices, conduct elections of labor organization officials, or poll bargaining unit employees. A CPF systems specialist is the equipment custodian and the Union President or designee will sign for the equipment on a hand receipt. The Union President or designee will ensure the security of equipment and system access at all times and is responsible, along with the CPF systems specialist and 22d Communications Squadron personnel, for coordinating and scheduling equipment/system upgrades, connectivity, and service.

Section 8. The Union President will be issued a personal identification number (PIN) to be used for official toll calls. The Union agrees to use the DSN system whenever possible when making official long distance calls. In no instance will toll calls be used for internal Union business. The Union President will not release the PIN to any other individual.

## **ARTICLE 6 OFFICE DISTRIBUTION**

Section 1. The CPF will provide items of information and interest to civilian employees to an e-mail distribution list of key managers throughout the base plus the Union President, Chief Steward, and Chief Equal Employment Opportunity (EEO) counselor. Organization

commanders are responsible for distributing the information to their subordinate units to the attention of supervisors of civilian employees. Supervisors will forward the information via e-mail to all their employees as well as post a hard copy in the workplace in areas where not every employee has easy access to e-mail program or computers. The CPF agrees to make every effort to keep employees informed, through their commanders, of any information that impacts their careers, working conditions, and benefits.

Section 2. Union officers may obtain copies of the base telephone directories from their organizational orderly rooms at the same time they are available to others on the base.

## **ARTICLE 7 PUBLICITY**

Section 1. Bulletin board space will be provided on official bulletin boards for the display of Union literature, correspondence, and notices. Literature posted or distributed to employees must not violate any law, applicable provisions of this Agreement, or security regulation, or contain scurrilous or libelous material. The Union is responsible for the content of literature distributed by their representative and/or any member of the Union. The Union agrees to maintain bulletin board space provided in a current and orderly fashion.

Section 2. The Employer agrees to furnish a copy of this Agreement to all employees within the unit. Fifty copies will also be furnished to the President of Local #1737.

Section 3. The Employer agrees to post a complete copy of this agreement on the McConnell Intranet web site accessible to McConnell personnel.

Section 4. The CPF will, upon request, provide the Union with a listing of all bargaining unit employees hired during a specific time period. The listing will include employees' names, position titles, grades, and organizations.

Section 5. New employees, as part of the orientation process, will be advised of their rights to join or refrain from joining the Union and will be provided a copy of the current contract.

## **ARTICLE 8 UNION REPRESENTATION**

Section 1. The Union will appoint a sufficient number of Stewards to assure employees have reasonable access to their Steward. The Union shall supply the Employer with a current list of all officers and authorized Union Stewards. All officers of the Union are considered Stewards.

Section 2. Union representatives will be granted a reasonable amount of time during work hours to meet with Employer officials to discuss matters of mutual concern, and to meet with individual employees to discuss grievances, unfair labor practice charges, equal employment opportunity complaints, and Merit Systems Protection Board appeals, and other appropriate matters. The Employer agrees that no acts of reprisal or penalties will be taken against Union representatives when they are carrying out the representational duties.

Section 3.

a. Should it be necessary for a Union Steward to leave the work area, the Steward shall request permission from his or her immediate supervisor or designee and notify the supervisor of the location to be visited (shop, office, Union office, or other location). The Steward will give his/her immediate supervisor or designee as much notice as possible when permission is requested to leave the work area. Unless there are compelling reasons to the contrary, the Steward will be released. If the mission precludes the meeting at that time, his/her supervisor will make necessary arrangements to release the Steward at the earliest time possible. The Steward will report to his/her supervisor or designee upon return to the office or shop. The Union agrees that its Stewards will guard against the use of excessive time in performing their Steward duties.

b. When the employee is scheduled to meet with a Union representative, the employee will notify his/her immediate supervisor as much in advance as possible of the tentatively scheduled meeting and meeting location. Unless there are compelling reasons to the contrary, the employee will be released. If mission requirements preclude the meeting at that time, his/her immediate supervisor will make necessary arrangements to release the employee at the earliest time possible. The employee will report to his/her immediate supervisor upon return to the office or shop.

Section 4. The Employer agrees that duly designated representatives of the Union will be admitted to the installation subject to entry and security requirements to meet with Employer or Union representatives during working hours on appropriate matters.

Section 5. The Union has a right to be represented at formal discussions between the Employer and employees or employee representatives concerning grievances involving employees, personnel policies and practices, or other matters affecting general working conditions of employees in the unit.

Section 6. Union officials, Stewards and unit employees may exercise their rights under Title VII of the Civil Service Reform Act without fear of reprisal or harassment.

## **ARTICLE 9 HOURS OF WORK**

Section 1. The Employer agrees that:

a. Except where required by law, employees will be notified a minimum of one week in advance of a change of regular duty shift. Shift assignments will be posted in the appropriate work area. Notice of a change in the assigned shift shall contain the new hours of the shift and be signed by the authorized official. Employees may discuss the reasons for the change with their supervisor.

b. The non-overtime workday shall not exceed eight hours (or nine hours for employees working a 5-4/9 Alternative Work Schedule).

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

Section 2. The shop Steward may discuss the rotation of shift assignments of the employees with the appropriate supervisor.

### Section 3.

a. Employees will be allowed time, as determined necessary by the Employer, at the beginning of the day, before lunch periods and prior to the end of the workday to obtain and replace working tools or materials, undergo inspection, and perform similar tasks related to their job.

b. Employees working in areas where they are exposed to toxic, hazardous, or other objectionable substances will be allowed adequate time before lunch and before the end of the workday to remove these foreign materials.

Section 4. Whenever possible, official travel will be scheduled during the employee's regular tour of duty. Official travel performed outside of the regular tour of duty shall be paid in accordance with Article 23, Section 2.

Section 5. Lunch periods for full-time employees shall not be scheduled less than three hours nor more than five hours after the start of the employee's hours of work without mutual agreement of the employee and the supervisor. Lunch periods for which the employee is not compensated shall normally be free of duty assignments. Should it be necessary, in any particular work area, to interrupt lunch periods to assign duties, the Employee will be compensated in accordance with (IAW) the law and Employer should consider action which would prevent this situation. situation.

Section 6. Employees who are required to work overtime immediately preceding or following their normal tour of duty for a period of more than two hours may be given, upon their request, up to one hour of non-pay status as a lunch (or other meal) period. Meal periods for which the employee is not compensated shall normally be free of duty assignments. Should it be necessary to interrupt meal periods to assign duties, the Employee will be compensated IAW law and the Employer will consider actions which would prevent this situation.

Section 7. Employees will be excused for time lost on their lunch periods or before work when they are detained for vehicle searches or when the installation is in a state of increased security, either of which may prevent employees from entering the base to arrive at work by the normal start time. When the installation is involved in extended periods of heightened security during which base entry could reasonably be expected to be delayed, employees should adjust their personal schedules so that they arrive at work by the scheduled start time. However, supervisors should be aware that even when employees adjust their personal schedules they may still be delayed at times due to the increased security.

Section 8. Employees are entitled to a rest period not exceeding 15 minutes approximately midway between the start of work and their lunch period, and a second rest period approximately midway between the lunch period and the end of their regular work shift. Specific break times will be scheduled with the supervisor who will consider workload requirements and customer service. Employees and supervisors will be flexible in scheduling breaks within mission requirements. Rest periods cannot be taken in conjunction with meal periods or at the beginning or end of the day, nor accumulated for longer breaks or excused absence. Travel time to and from the rest period location will be part of the 15-minute period. Individual work area supervisors may limit smokers to these same break periods if the limitation is applied equally to

the entire work unit. An additional 15-minute rest period will be allowed at the beginning of each period of extended shift overtime of at least two hours duration.

Section 9. Within manning constraints, firefighters' time off is one 24-hour shift each pay period. This one 24-hour shift is determined in advance by the Employer and occurs on a rotating basis.

Section 10. Employees attending Union meetings held during the lunch period will normally return to the work site by the end of the normal lunch period. If the Labor Relations Officer agrees in advance that an item on the agenda is training beneficial to the Air Force, official time may be granted for brief absence from duty beyond the end of the normal lunch period.

## **ARTICLE 10 ALTERNATIVE WORK SCHEDULES (AWS)**

Section 1. This agreement and appropriate laws and regulations establish the terms and conditions of employment concerning Alternative Work Schedules (AWS) for McConnell AFB bargaining unit employees.

Section 2. The Employer and the Union agree that AWS (FLEXITIME and 5-4/9 TOUR) can improve employee morale and productivity and can enhance organizational effectiveness. AWS can benefit both the Employer and employee.

Section 3. The following AWS options are available for implementation at McConnell AFB:

a. **FLEXITIME AWS:** Available to full-time employees working at least one 8-hour day. Employee must work 8 hours within an established timeframe (0630-1800) and must be present during the "core" time (0900 - 1100 and 1300 - 1500). A lunch break of at least 30 minutes is mandatory. Lunch break cannot exceed two hours. Employee elects actual hours of duty as long as the above requirements are met. Employee must sign in and out each day on form provided by the Employer. The Employer reserves the right to require that within each section or office someone will be present to respond to visitors and telephone calls from 0730 to 1630.

b. **5-4/9 AWS:** Available to full time employees only. Eight 9-hour days, one 8-hour day within a single pay period, with employee Regular Days Off (RDOs) equally divided between the first and second Fridays and/or the first and second Mondays of the pay period. Employees may be limited to Fridays only if negotiated with Union IAW applicable laws. RDOs other than Monday or Friday may be available on an individual basis upon mutual agreement of the supervisor and employee.

Section 4. The Employer and the UNION recognize that AWS in general or specific AWS options may not be practical in certain organizations due to mission requirements. Individual commanders are delegated the authority to approve a particular AWS option within their organization or in components of their organization. The Employer will give the Union notice and bargain over any decision to implement, delete, change, or adjust alternative work schedules.

Section 5. The Employer and Union agree that commanders who approve AWS may withdraw that approval when, after a reasonable period of evaluation, AWS proves unworkable due to

valid reasons. The Employer will comply with applicable laws concerning Union notification and negotiation before canceling AWS. Employees on AWS will receive written notification of any change at least two full pay periods prior to the effective date.

Section 6. Upon request of the Employer, Union, or employees the CPF will provide commander, key manager, supervisor, and employee briefings explaining AWS.

Section 7. Once an AWS option has been approved for implementation in a particular organization or component thereof, employees will be given the opportunity to request AWS in writing and select their work schedule within the parameters of the approved program.

a. After approval of employee's request for 5-4/9 AWS or for FLEXITIME, the employee must wait until the beginning of the second pay period after the pay period in which the request was approved before they can begin to work the desired scheduled.

b. Any denial of a requested schedule, starting time, and/or day off will be accompanied by a written statement from the employee's immediate supervisor of the specific reasons for denial.

c. If necessary to avoid work interruption in a particular shop or office, the Employer may direct that a minimum number of employees work a common tour of duty. The Employer will first seek volunteers before directing employees to work a common tour. If the requirement is not met by volunteers, the minimum number of employees required, selected by latest service computation date (SCD-LV), may be directed to work a common tour of duty. After each six-month period, the requirement to work a common tour of duty will be rotated to the employee(s) with the next latest service computation date, and so on. Newly assigned employees with later service computation dates will move into the next rotation to common tour of duty.

d. Upon an employee's written request sufficiently in advance to allow necessary adjustments, the Employer may grant an employee's reasonable request for a temporary deviation in AWS.

e. If at any time, within the employees' particular duty section, the number of military members deployed results in inability to accomplish the mission in a timely manner, employees on AWS will go voluntarily off AWS at the beginning of the next pay period. Other manning situations may place the Employer in the position of requesting that employees go temporarily off AWS. The Employer recognizes the requirement to bargain with the Union over such a request and the Union agrees to expedient negotiation when such situations arise. If the urgency of the situation warrants, employees may be required to go off AWS prior to the next pay period if such a change can be coordinated with Civilian Payroll. If child care or carpool arrangements make it difficult for an employee to go off AWS immediately, the supervisor will consider the employee's request for delay until the next pay period.

f. The Employer will not change an individual's approved schedule, starting time, or day off unless required by a compelling need explained to the employee in writing. If possible, before making a change, the Employer will first seek qualified volunteers to alter their work schedule, starting time and/or days off. Should this fail to provide the manning needed, the Employer may then direct the necessary number of qualified employees to work an eight-hour tour of duty for the shortest period of time necessary. If requirement continues, after each six-

month period the requirement to work a common tour of duty will be rotated to the employee(s) with the next latest service computation date, and so on. Newly assigned employees with later RIF-service computation dates will move into the next rotation to an 8-hour tour of duty.

g. Employee's Request for Change:

(1) **FLEXITIME:** There is no limit to the number and frequency which employees can request schedule changes. However, for the efficiency of the program, requests must be kept to a minimum. Should the supervisor determine that changes are occurring too frequently, he or she can limit that particular employee to one request per 120-day period. Exceptions to the 120-day period may be granted for cases of personal hardship presented to the supervisor in writing and determined to be valid by the supervisor.

(2) **5-4/9 AWS:** Once an employee's request for 5-4/9 AWS is approved, employee must remain on that AWS for a period of 120 days unless changed by the Employer. Exceptions to 120-day period may be granted for cases of personal hardship presented to the supervisor in writing. If employee requests return to common tour of duty, he or she may not reapply for AWS for a period of six months. Exception to the six-month period may be granted for cases of personal hardship presented to the supervisor in writing.

Section 8. Participation in AWS is optional. Therefore, any employee may choose to return to a regularly scheduled 5-day, 40-hours, 10-day per pay period tour of duty at any time by making written request at least two pay periods in advance.

Section 9. HOLIDAYS. When a holiday falls on a day that an employee is regularly scheduled to work under either a 5-4/9 or FLEXITIME schedule, the scheduled workday is the employee's holiday. When a holiday falls on a nonworkday for an employee covered by 5-4/9 work schedule and (1) the holiday falls on Sunday, the first regularly scheduled workday following the Sunday holiday is the employee's in lieu of holiday; (2) the holiday is not a Sunday, the last regularly scheduled workday preceding the holiday is the employee's in lieu of holiday.

Section 10. Individuals electing AWS are responsible for adjusting their work hours to meet special requirements such as training, task deadlines, conferences, or meetings. Employees in travel status, classroom training, or detailed, will adhere to the work schedule and tour of duty of the office, organization, or facility to which they are temporarily assigned. It is the responsibility of both the supervisor and the employee to plan ahead for scheduled events so that the employee will work a common tour of duty for the entire period, even if the event lasts only a portion of the pay period, to ensure the employee works no more or no less than 80 hours in that pay period.

Section 11. The Employer may revoke AWS for any individual who has abused the privilege by failure to comply with the spirit of the program. Falsification of government documents may lead to disciplinary action. If abuse is suspected, supervisors will advise the employee of suspected abuse and annotate in the Supervisor's Employee Work Folder (AF 971). If supervisor decides to revoke AWS, he will notify the employee in writing of the revocation and the reasons therefore. After a period of six months, the employee may request that AWS privileges be reinstated. The supervisor will carefully consider the employee's request before approving or disapproving the request for reinstatement.

Section 12. Credit hours are hours within a flexible work schedule that an employee elects to work in excess of his or her basic work requirement so as to vary the length of the workweek or workday. In organizations where credit hours are part of the approved AWS program, credit hours are earned for work performed in excess of the scheduled 80 hours per pay period, at the request of the employee, with supervisor approval. There is no limit to the amount of credit hours that an employee may earn during a pay period. However, by law only 24 credit hours may be carried forward to the next pay period. Therefore, credit time in excess of 24 hours must be used during the pay period in which earned. Employees must request use of credit hours in the same manner in which they request approval of annual leave.

## **ARTICLE 11 ASSIGNMENT OF WORK**

Section 1. Major duties and responsibilities assigned an employee will be reflected in the job description/core document. If the assignment of higher level duties becomes a principle duty performed on a regular recurring basis, a review must be initiated to ensure proper classification of the position. Employees will be furnished a copy of their job description/core document at the time of assignment to their position, and will be provided copies of any substantial changes made following their assignment. Assignment of duties to employees is not limited to the content of the job description/core document; however, when infrequent incidental duties are assigned, the personal dignity of the employee and the type and level of his/her regular duties will be considered. If an employee feels any additional duties assigned are inappropriate, the employee may consult with the supervisor or the civilian personnel officer and may request the shop Steward assist in determining whether such assignment is proper.

Section 2. Details are official personnel actions by which employees are temporarily assigned to positions other than their official position assignments and which may require different qualifications from those required in employees' official position assignments. The loan of an employee to another activity or office to meet a temporary work situation where the position has the same grade, series, and basic duties as his/her regular assigned position is not considered a detail. Details will not begin until the supervisor has contacted the assigned personnel specialist for advice and initiated official detail Personnel Action Request (PAR) if the detail is expected to exceed 30 days. If the detail is expected to be less than 30 days, before beginning the detail, the supervisor will contact the personnel specialist for the latest guidance on crediting the detailed employee's detail experience.

Section 3. All details will be made in accordance with applicable regulations. Selection will be fair and equitable in relation to all equally-qualified employees who are available for detail. Details may be made appropriately under circumstances such as the following:

- a. When a temporary shortage of personnel exists;
- b. To meet emergencies caused by abnormal workload, change in missions or organization;
- c. Pending official assignment or establishment of new positions;
- d. Pending official assignment due to time requirement of obtaining security clearances; and

e. For training of personnel.

Section 4. The Employer must provide reasonable effort to assist employees within the unit who are detailed to positions for which they are not fully qualified or for which they have had no previous experience. If feasible, a brief on-the-job training period with an experienced employee will be authorized to help the new employee learn the job. Disciplinary actions may be taken against an employee for job-related errors while serving in the position; however, the Employer will take into account the capability and knowledge of the employee when deciding if a penalty will be imposed.

Section 5. The Employer will provide a method for recording details of 30 consecutive calendar days or more to ensure the employee receives credit for the experience gained in the position.

Section 6. Reasonable effort will be given to assigning employees who are recovering from illness or accident to light-duty when they are unable to perform the full range of their duties, provided such work is available. Requests for such assignments must be supported by medical documentation.

Section 7. Commanders of organizations with ten (10) or more unit employees will develop guidelines for their supervisors' use when making selections of personnel to be in charge during temporary absence of supervisors. Such guidelines will give consideration to the experience, knowledge, and grade level of both assigned civilian and military employees.

## **ARTICLE 12 OVERTIME**

Section 1. The shop Steward may discuss the assignment of overtime work with the supervisor in an effort to keep such work equal among all employees. Supervisors shall not assign overtime work to employees as a reward or penalty.

Section 2. When overtime is deemed necessary by the Employer, supervisors will, where possible, notify employees in advance to avoid personal hardships.

Section 3. The Employer will maintain records of overtime worked. This record may be reviewed by the shop Steward upon request.

Section 4. Where feasible, employees in training or on detail shall receive equal consideration for overtime in their regularly assigned organization. This equal consideration assumes the employee's training assignment or detail is in an area near to his regularly assigned organization and his availability for overtime work would in no way affect the training or detail.

Section 5. Employees who are called back to perform emergency work beyond the normal duty day shall be paid a minimum of two (2) hours pay. In the event an employee leaves the workstation and is again needed, this shall constitute another call back and the two-hour minimum shall be recognized as an additional callback period.

Section 6. No employee shall be denied the opportunity to work overtime solely because the employee has taken leave during the same period.

Section 7. Overtime work is defined as all authorized and approved hours of work in excess of the basic 40-hour workweek or in excess of eight hours in one day, whichever is greater, or nine hours per day if the employee works a 5-4/9 AWS. All approved overtime will be compensated for in accordance with applicable regulations.

Section 8. Employees who occupy General Schedule positions that are non-exempt from the overtime provisions of the Fair Labor Standards Act, will be given compensatory time (in lieu of overtime) only with the employee's consent. Exception: Those employees whose basic rate of compensation exceeds the maximum rate for GS-10 may be required by the Employer to take compensatory time off in lieu of overtime pay.

Section 9. Employees who are required to work overtime immediately preceding or following their normal tour of duty for a period of more than two hours may be given, upon their request, up to one hour of non-pay status as a lunch (or other meal) period. During this time, the employee will normally be free of duties connected with the job. Should it be necessary to interrupt lunch periods on assign work, the Employee will be compensated IAW law and the Employer should consider action which would prevent this situation

Section 10. Employees who report to work under conditions in which they could reasonably expect to work an emergency/critical situation (such as snow removal operations) which will keep them at the job site or operating equipment through normal break and lunch periods will provide their own meals to be consumed at the job site. If an employee is called to emergency duty after the start of the workday without an opportunity to provide adequate meals for the emergency/critical situation, the Employer agrees to designate an individual to obtain and deliver meals purchased at the employee's expense.

## ARTICLE 13

### MERIT PROMOTIONS, TEMPORARY PROMOTIONS AND REASSIGNMENTS

#### MERIT PROMOTIONS

Section 1. When **filling vacant positions** within the bargaining unit, the skills and talents of the employees will be considered to the maximum extent. The selection, assignment, and promotion of employees will be based on merit. If there is a reason to believe an insufficient number of best-qualified candidates will not be found in the area of consideration, the area may be expanded. Nothing in this article will prohibit the Employer from complying with laws and regulations mandating special personnel programs.

Section 2. Under the **vacancy announcement system** administered by the local CPF, when an employee is absent from duty, the Steward may remind the supervisor to apply on the employee's behalf for any advertised vacancy in which the Steward believes the employee is qualified and interested. When the Modern system is fully implemented, absent employees can access vacancy listings by phone or Internet from any location. Supervisors will not be authorized to apply for their employees under the Modern system.

Section 3. Vacancy listings will be posted by AFPC on phone system and Internet site and will open on Friday and close the next Friday. Announcements will contain a summary statement of

duties, minimum qualifications, procedures for applying, and area of consideration. Employees will self-nominate via the phone system or Internet.

Section 4. The **promotion certificate** may include up to 15 candidates. When 15 or fewer candidates are referred, they will be referred in alphabetical order. When more than 15 candidates are referred, they will be ranked using the Appraisal Factors—Manner of Performance from the most recent AF Form 860A. Ties in ranking will be broken using Reduction in Force—Service Computation Date (RIF-SCD).

Section 5. Each on-base merit promotion candidate will be **interviewed** unless determined impractical; i.e., employee on extended leave away from the commuting area. Telephonic interviews are acceptable for employees on extended leave or TDY away from the commuting area. Supervisors will determine that interviews are impractical only after coordination with the Civilian Personnel Flight.

Section 6. The CPF will maintain a **list on its webpage of promotions and accessions** within the last three months which will be updated quarterly.

Section 7. When the CPF or AFPC/DPC finds that a procedural violation, regulatory violation, or program violation has occurred, they must effect corrective action as required by 5 CFR, Part 335. If the corrective action does not include vacating the position, an employee who was not promoted or given proper consideration because of the violation will be given priority consideration. The priority consideration will be for any position similar to that for which proper consideration was omitted (i.e., same grade and/or target grade) and for which the employee is qualified. The employee will be referred to the selecting supervisor before referral of candidates from other sources that are not entitled to higher priority consideration. The Employer has the right to select or nonselect the employee. Since selection of these employees is optional, supervisors may request additional candidates before final selection. Promotions will be implemented if directed by higher authorities to effect corrective action on a complaint of discrimination, third party appeal, or grievance decision or to correct a violation of regulation or law.

Section 8. Current employees may ask **to review core documents/position descriptions for positions for which they may wish to apply** in order to determine the full extent of the job responsibilities and requirements. Employees may review the document in the CPF by contacting their assigned personnel specialist. Employees may review core documents/position description only for this stated purpose and will keep such requests to a minimum. Upon request, employees and/or their designated representative may request a copy of the Air Force Job Analysis or equivalent document for any position for which they apply and are determined not qualified.

Section 9. Supervisors will **keep employees advised of strengths and weaknesses** in their job performance and what employees should do to improve their promotion potential.

Section 10. **Representative rate** will be used to determine the nature of job change (promotion, change to lower grade, reassignment) where different kinds of pay schedules are involved. The representative rate for GS is Step4; for Federal Wage System, Step 2.

## TEMPORARY PROMOTIONS

Section 11. If authorized by applicable laws and regulations, **temporary promotions** will normally be given to any employee who is assigned to a higher-graded position within the unit, provided the employee meets all requirements and the new assignment is expected to last 60 days or longer. When qualified employees are available, the selection for temporary promotion will normally be made from employees in the area of consideration for the position being filled.

Section 12. **Candidates eligible** for temporary promotion are normally located and compete through the automated system. The Air Force instruction lists the instances in which temporary promotions are authorized and specifies the conditions and limitations that apply to each will be complied with.

Section 13. **Temporary promotions for up to 120 days** may be effected noncompetitively provided a valid reason exists for the action. Supervisors will consider all qualified personnel within the unit. If the promotion is expected to last for a longer period, the supervisor must notify the CPF and submit a request for competitive action.

Section 14. **Temporary promotions in excess of 120 days** must be competitive. The same procedures used in permanent promotions must be followed. The total period of temporary promotion may not exceed five years.

Section 15. Employees outside the installation where the vacancy exists will not normally be considered for temporary promotions.

Section 16. Prior to the effective date of the action, employees selected for temporary promotions will be **informed, in writing**, of the temporary nature of the promotion and related conditions, including return to their former grades. If the employee is receiving a retained rate, he or she will be informed of the effect of the termination of the promotion on his or her pay.

## REASSIGNMENTS

Section 17. The definition of **reassignment** is change of employee, while continuously employed in the same agency, from one job to another without promotion or change to lower grade.

Section 18. Employees who have a **qualified handicap**, as defined in 29 Code of Federal Regulations (CFR), will be provided reasonable accommodations. If such employee is reassigned or detailed, appropriate accommodations must be provided in the new position.

Section 19. An employee, who has been **injured on the job**, may be reassigned or detailed under applicable personnel and Dept of Labor laws and regulations.

## ARTICLE 14 PERFORMANCE MANAGEMENT

Section 1. OPM requires that **appraisal and rating of employee's job performance** be based on written performance elements and standards. OPM also requires the performance appraisal rating be used as a basis for decisions to pay, reward, assign, train, promote, retain, or remove

employees. The Employer will comply with this Act by implementing it in accordance with provisions in AFI 36-1001, Managing the Civilian Performance Program.

Section 2. A **performance plan** will be established for all employees in the unit who are covered by provisions of AFI 36-1001, either on AF Form 860 or by implementation of a core document, if applicable to the position.

Section 3. **Performance elements/duties are the significant duties and responsibilities on which employee performance is appraised.** They are identified through an analysis of the major job requirements of each employee's job. Within the context of the organization's goals, the employee's major duties and responsibilities are specified, including important tasks and projects which contribute to those goals and for which the employee will be held accountable. There is no requirement that performance elements be derived directly or solely from the official position description. There may be projects or tasks which are not addressed specifically in the position description but which are required to be accomplished. The performance elements must, however, be consistent with and related to the level of responsibility and duties of the position description.

Section 4. All performance plans/core documents will have at least one critical element. A critical element is a work assignment or responsibility of such importance that unacceptable performance on that element would result in a determination that an employee's overall performance is unacceptable.

Section 5. A **performance standard** is a further refinement or description of the performance element. It describes how the element is to be done and at what level it should be done to be considered acceptable performance. Supervisors are encouraged to request employee participation in the development of performance standards for each employee's position when not using a core document. As applied to employees, Dept of the Air Force's performance appraisal system and program, including the Performance Plan, will: be attainable, job related, objective, and not absolute; and permit accurate measurement of performance. When evaluating an employee, the supervisor will give due consideration to factors beyond the control of the employee.

Section 6. The Employer agrees that:

a. **Supervisors will inform new employees** of their job requirements upon entry into a new position and complete AF Form 860, Part II Performance Plan Certification, or certify the core document within 30 days of the employee's start date. The employee is given a copy of the signed performance plan.

b. New supervisors, upon entry into a new position, will inform employees of their job requirements by review and discussion of the core document or AF 860. (There are various Management styles; therefore, supervisors will inform employees of their job requirements, whether the supervisor is new or the employee is new, within 30 workdays.)

c. Supervisors **will discuss in detail the requirements for successfully meeting each element/duty.** Any changes in performance plan or core document during the appraisal cycle will be dated and initialed by the employee and supervisor. Only employee performance from

the date of the change will be considered when evaluating the employee's performance on the changed element, duty or standard.

d. Employees will not be rated on elements for which work was not assigned. Employees assigned a new task not previously reflected in their performance plan will be provided a period of training so as to be able to satisfactorily perform the new duties before performance of that duty will be rated.

Section 7. The employee and supervisor will **discuss the employee's performance** under the Performance Plan or core document at least once during the appraisal period during the months of Sep, Oct, or Nov. Feedback discussion will be documented on the mandatory AF Form 860, Civilian Progress Review Worksheet (with locally negotiated modification). After completion and signature by supervisor and employee, a copy of the progress review worksheet will be given to the employee. If the supervisor, during a performance discussion, anticipates that the employee may receive an unacceptable rating if current performance continues, the supervisor will inform the employee what is needed to bring his or her performance to the acceptable level. The supervisor will provide the opportunity for assistance, which may include remedial or developmental training, necessary for the employee to improve their performance.

Section 8. **At the end of the rating period**, the rating official will assign the annual rating on AF Form 860A, Civilian Rating of Record, and discuss the rating and rating form with the employee, obtaining his or her signature. The employee will be given a copy of the final, signed AF 860A. Employees who do not concur with the annual appraisal rating may submit any signed comments they may wish to make as to why they feel the appraisal is not correct. These comments will be maintained with the appraisal form in the CPF.

Section 9. To maintain a quality civilian work force and encourage employees to strive for top performance, supervisors will take **positive action as soon as a performance problem is observed**. The final action taken should not be delayed until the end of the appraisal period. At any time during the performance appraisal cycle that an employee's performance in one or more elements becomes unacceptable, the supervisor must:

- a. inform the employee of the element(s) for which performance is unacceptable,
- b. explain in what way the performance is unacceptable, and
- c. inform the employee exactly what is required to bring his/her performance to an acceptable level.

The supervisor will initiate an **opportunity period** to give the employee a reasonable time to demonstrate acceptable performance and will also help the employee improve performance during the opportunity period. This can include closer supervision and counseling, personal demonstration, supervisory or peer coaching, frequent reporting, special assignments, on-the-job training or the like.

**ARTICLE 15**  
**REDUCTION IN FORCE/TRANSFER OF**  
**FUNCTION/REORGANIZATION**

Section 1. Definitions

a. **Reduction in Force (RIF)** occurs when a competing employee is released from their competitive level by separation; demotion; furlough for more than thirty (30) days; or reassignment requiring displacement. A RIF action may be conducted because of lack of work; shortage of funds; insufficient personnel ceiling; reorganization; the exercise of reemployment rights or restoration rights; or reclassification of an employee's position due to erosion of duties when such action will take effect after the Employer has formally announced a RIF in the employee's competitive area and when the RIF will take effect within 180 days.

b. **Transfer of Function (TOF)** means a transfer of the performance of the continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected; or the movement of the competitive area in which the function is performed to another commuting area.

c. **Reorganization** means the planned elimination, addition, or redistribution of functions or duties in an organization.

Section 2. RIF, TOF, and Reorganization will be conducted in accordance with applicable laws, government-wide regulations, and this agreement. The competitive area for RIF for civilian positions located at McConnell AFB KS includes all Department of Air Force civilian positions, regardless of command, which are serviced by the McConnell AFB CPF.

Section 3. The Employer will **inform the Union**, with as much advance notice as possible, prior to notifying any bargaining unit employee when a RIF, TOF, or Reorganization may be necessary. The notice will include the reason(s) for the RIF/TOF/Reorganization, approximate number of positions or employees impacted and the approximate date the actions are expected to take place. The Union agrees to assist the Employer in keeping employees informed.

Section 4. The Employer will **provide all other pertinent information to the Union** if and when available regarding RIF/TOF/Reorganization. The Employer will endeavor to provide this information at least 120 days prior to the effective date of a RIF/TOF/Reorganization. Additional information, as it becomes available, will be provided immediately.

Section 5. When the Employer issues a **specific written notice to an affected employee**, the Employer will provide a copy of the notice to the Union.

Section 6. Employees who receive a **specific written RIF notice shall be given the opportunity to review the retention register(s)** and other documents pertaining to the RIF, and to discuss RIF procedures with an appropriate staff member of the Employer. Employees also have the right to designate a representative to assist them in making this review.

Section 7. Affected employees will be offered **counseling services** concerning placement rights, severance pay, retirement eligibility and benefits, the Department of Defense Priority Placement Program and other available job placement, training, and reemployment programs.

Section 8. The Employer agrees to **make every reasonable effort to minimize the impact of any RIF/TOF/Reorganization.** To avoid the separation of employees, such methods as restriction of recruiting will be utilized, as well as reassignment of continuing positions, to include waiver of qualifications to a vacant position as long as the employee meets any minimum education requirements for the position, and the Employer determines that the employee has the capacity, adaptability, and special skills needed to satisfactorily perform the duties and responsibilities of the position.

Section 9. **The Union has the right to bargain,** to the extent allowed by law, concerning the impact and implementation of the decision to accomplish the RIF/TOF/Reorganization.

## **ARTICLE 16 CONTRACTING OUT**

Section 1. The Employer will inform the Union within 30 days of receipt of notification to study the possibility of contracting out of bargaining unit work, to include information on numbers and locations of potentially impacted employees. The Employer will extend an invitation to meet with the Union prior to employee notification providing such meeting causes no conflict with the study milestone schedule. The Employer will provide the Union with the milestone dates for major events and the affected employees prior to the start of preparation and development of the Performance Work Statement (PWS) and Most Efficient Organization (MEO). While the Employer retains sole responsibility for all final decisions, the Union and affected employees will be given the opportunity to provide inputs during the preparation and development of the PWS and MEO. The Employer, through the functional office of primary responsibility (OPR), is required to consult monthly with the Union during the development and preparation of the Performance Quality Standard (PQS) and MEO as well as throughout the cost comparison process. Union representatives participating in the cost comparison process must attend ethics training. The provisions of this Article do not afford the Union access to internal Management recommendations or decisions, or confer grievance rights over contracting-out decisions.

Section 2. The Employer, through the functional OPR, must advise directly affected employees, through the Union, or their Right of First Refusal (if any), decisions made, Public Review Periods, Administrative Appeal Procedures (if any), etc., in a timely manner and in accordance with applicable law, rule, and regulation. All disputes concerning the implementation of OMB Circular A-76 will be resolved through A-76 appeal procedures.

Section 3. During the Public Review Period, the Union will be afforded the opportunity upon request, to review the Government Cost Estimate and all supporting documentations on official time, in accordance with the provisions of this agreement.

## **ARTICLE 17 DISABILITY PLACEMENT**

Section 1. If an employee of the unit **becomes permanently disabled and is unable to perform the full range of duties** and responsibilities of their job, the Employer will make every

reasonable attempt to place the employee in a vacant unit position for which the employee is qualified or which the employee may be able to perform.

Section 2. The Employer will counsel the employee regarding the rights and the opportunities available to employee. The employee will be assisted in preparing application(s) for retraining and/or reassignment or demotion. The Employer and the Union will assist the base selective placement coordinator in determining the type of positions, at the same or lower grade, for which the employee should receive consideration. Consideration will be given to waiver of physical qualification requirements when appropriate. The employee, at the employee's request, will be given priority consideration for positions at the same or lower grade which the employee can satisfactorily perform.

## **ARTICLE 18 LEAVE**

### **GENERAL**

Section 1. The Employer agrees to comply with applicable regulations in the administration of the leave program.

Section 2. Employees accrue and have a right to use leave in accordance with applicable laws and regulations and this agreement.

Section 3. The minimum charge for leave is 15 minutes with additional charges in the multiples thereof.

Section 4. **Leave Request Procedures.** Supervisors will advise employees, upon assignment to a position and annually, of appropriate procedures for requesting leave. Supervisors are encouraged to provide instructions in writing, obtain employee's signature, give the employee a copy, and maintain a signed copy in Supervisor's Employee Work Folder (AF 971). Sample memo is available from the CPF.

Section 5. **It is the employee's responsibility to request leave** as far in advance as possible from the supervisor. When an employee is required to submit a SF-71 in advance, a copy will be returned expeditiously to the employee, indicating the supervisor's approval/disapproval and the reasons, if disapproved. Once the supervisor has approved the leave request, it will not later be disapproved except for mission related reasons. Once the supervisor has approved the leave request, it will not later be disapproved without consideration of other options available to fulfill mission requirements. When leave is cancelled due to such reasons, the Employer will give special reconsideration to employees who present evidence of extenuating circumstances (such as advance airline tickets purchased, special family events, etc.). The supervisor will provide as much notice to the employee as possible when canceling previously approved leave.

Section 6. **Leave will be denied only for mission related reasons** and not as a form of discipline. An employee's request for annual or sick leave will not be denied based solely on their leave balance. Employees may request leave without pay if there is insufficient leave to cover the absence; however, granting of leave without pay is at Management's discretion except for situations in which leave without pay is mandated by law.

**Section 7. Leave for Educational Purposes.** Provisions for leave of absence for formal education purposes will comply with applicable regulations.

**Section 8. Union Training.** An employee who represents the Union may be excused without charge to leave in conjunction with attendance at a training session sponsored by the organization, provided the subject matter of such training is of mutual concern to the Air Force and the employee in his/her capacity as an organization representative and the Air Force's interest will be served by the employee's attendance. Such excusal will cover only the portion of the training session that meets the foregoing criteria. The amount of time granted will be determined individually on the basis of justification submitted by the Union. Requests for approval of excused absence will be submitted to the Civilian Personnel Officer with reasonable advance notice and will be individually approved on the basis of the justification provided by the Union, and contingent of the Employer's determination that the Union representative can be spared for his/her official job assignment.

**Section 9. Unavoidable absences and unavoidable brief periods of tardiness** of less than one hour may be excused by the supervisor or he or she may provide the employee the opportunity to request approved leave after the absence. All parties recognize that such excused absences are not an employee right. Supervisors agree to consider the circumstances as presented by the employee before making a final decision regarding excused absences vs leave approval.

**Section 10. Representing the Air Force at Official Events.** Employees may be excused to attend conferences, conventions, or other events at no expense to the government when it is determined that such attendance is in the best interest of the Employer. An excused absence of this type must be limited to those situations where the employee is an official representative of the organization involved or an active, scheduled participant in the program, and must be limited to five workdays per calendar year.

## **ANNUAL LEAVE**

**Section 11. Tentative vacation schedules** will be prepared in January of each year. Vacation schedules should be reviewed in July of each year to permit the employee an opportunity to request changes or make additions, which were not previously included in the schedule. First priority of conflicting times will be given the employee who had the leave scheduled and tentatively approved during the January scheduling period.

**Section 12. Annual Vacation.** To the extent practical, and assuming employees have a sufficient leave balance, employees may be permitted an annual vacation period of extended leave of at least fifteen consecutive workdays for rest and relaxation. Such leave may be taken in conjunction with an employee's normal days off.

**Section 13.** Those employees desiring leave in excess of fifteen workdays should discuss the matter with the Employer, who should make reasonable attempts to satisfy the employees desires, providing it does not cause undue hardship upon other employees or the organization.

**Section 14. Disputes** when too many employees ask for the same time off, which cannot be granted, will be resolved by bringing the employees together to try to resolve the matter informally. If this cannot be accomplished, employees with earliest RIF-service computation dates will be given first preference.

Section 15. **Holiday Leave.** As determined by the Employer and when mission permits, a liberal leave policy will be followed during the December holiday season. Employees may be granted time off on a rotating schedule, irrespective of service computation dates.

Section 16. **Restored (carryover) annual leave** will be addressed in accordance with applicable rules and regulations.

Section 17. **Advanced annual leave** is a privilege which may be extended to employees. It is not to be considered routine and will be granted only after the circumstances have been carefully weighed. An employee may be advanced all annual leave which will be earned during the current leave year. However, in advancing an employee annual leave, the supervisor authorized to approve leave must have reasonable assurance that the employee will be in duty status long enough to earn the advance leave granted. Verbal request for advance annual leave is normally adequate; the supervisor approves advanced annual leave on the time and attendance form.

## **SICK LEAVE**

Section 18. **Approval of sick leave** will be granted when the employee determines they are incapacitated for performance of their duties by such reasons as sickness, injury or pregnancy.

Section 19. **Sick leave** is also appropriate when requested in advance for medical, dental or optical examination or treatment and will normally be granted. The employee will request sick leave as far in advance as possible.

Section 20. **Sick Leave** will also be approved when as determined by health authorities having jurisdiction or by a health care provider, the employee's presence on the job would jeopardize the health of others because of exposure to a communicable disease.

Section 21. **Periods of absence on sick leave in excess of three working days** of continuous duration will normally require a medical certificate. When it is unreasonable to require a medical certificate because of the shortage of physicians, remoteness of locality, or because the illness does not require the services of a physician, the employee's signed statement explaining the nature of the illness may be accepted if the supervisor cannot otherwise show proof of abuse. Employees are encouraged to seek medical attention if their condition does not reasonably respond to self-treatment. An employee will not be denied sick leave strictly because abuse of sick leave is suspected. Suspected sick leave abuse must be addressed in accordance with Section 22 of this Article.

Section 22. **Improper Use of Sick Leave.** In cases where there is good reasons to believe an employee is improperly using sick leave, supervisors will verbally advise the employee that because of his/her questionable sick leave record, a medical certificate may be required for each subsequent absence on sick leave. If Management decides to impose such a requirement, the employee will be advised, in writing, that all future grants of sick leave must be supported by medical certificate, regardless of the duration. All cases requiring a doctor's certificate for such absences shall be reviewed every four months for purpose of determining whether those requirements can be eliminated.

Section 23. Advanced Sick Leave. Employees may be granted advance sick leave provided: (1) all sick leave to the employee's credit has been exhausted or is expected to soon be exhausted; (2) there is a reasonable assurance that the employee will be able to return to work long enough to earn any leave advanced; and (3) the employee provides satisfactory medical documentation. Employees serving under appointments with time limits may be granted advance sick leave up to the amount which will be earned during the remaining period of employment. Advanced sick leave is a privilege which may be extended to employees; it is not considered a routine or standard procedure and will be granted only after all circumstances have been carefully weighed. In case of serious disability, illness incapacitation, or confinement for childbirth, employees may be advanced up to 30 workdays of sick leave. Employees requesting **advanced sick leave to provide care for a family member or for bereavement** purposes may be advanced sick leave in an amount not to exceed the maximum allowable under applicable laws and regulations. Requests for advanced sick leave may be made before or during the period of absence but no later than the employee's return to duty. An **application for advance sick leave** must be supported by medical documentation signed by a physician or health care provider and must include diagnosis, prognosis, and expected return to duty date. Advance sick leave is not granted if it is considered likely that the employee will not return to duty for a sufficient period of time to repay the advanced leave. Advanced sick leave is liquidated automatically through accrual of sick leave after the employee returns to work. If the employee requests, advanced sick leave may be liquidated by a charge against an equivalent amount of annual leave.

Section 24. The Employer shall not publicize records of individual's sick leave usage.

#### **FAMILY LEAVE**

Section 25. It is agreed that the **Family and Medical Leave Act (FMLA)** of 1993 and its implementing regulations will be followed.

Section 26. It is agreed that the **Federal Employees Family Friendly Leave Act (FEFFLA)** of 1994 and its implementing regulations will be followed.

#### **MISCELLANEOUS LEAVE**

Section 27. Court leave is leave of absence from duty without loss of pay or charge to annual leave to perform jury duty in a federal, state, or municipal court or to serve as a witness for the United States, the District of Columbia, or state or local government. A permanent or temporary employee with a regularly scheduled tour of duty (part-time or full-time) is eligible for court leave. The Employer will not request that an employee be **excused from jury service** on the basis of Air Force employment, except in cases of extreme necessity. When excusal is necessary, the Employer will provide the employee with written request for excusal for presentation to the court. Should the court deny the request, the employee will be excused from work for jury duty. Employees assigned to night shifts or standby tours of duty are granted court leave comparable with employees assigned to regular day shift work. **Night differential** will be paid in accordance with applicable laws and regulations. Court suits between private individuals or companies in which the United States, the District of Columbia, or a state or local government is not an involved party do not entitle employees to court leave. When an employee is called for jury or witness duty, the employee will present the court order, subpoena, summons, or official request to the supervisor as soon as possible. The days and hours of court leave are entered on the SF 71 or time and attendance form. **When the employee returns to duty**, the employee

submits written evidence of court attendance as provided by the court. The documentation is forwarded to the payroll liaison with the applicable time and attendance form. Daily jury fees paid to employees must be paid to the local DFAS Civilian Pay Liaison in accordance with DFAS procedures. Expenses paid such as parking, mileage, and meals may be retained by the employee.

**Section 28. Blood Donation.** An employee may be excused from work without charge to leave for the time necessary to donate, for recuperation following blood donation, and for necessary travel to and from the donation site. The maximum excusable time will normally not exceed 4 hours. Employees who volunteer but are rejected as donors for that visit must return to duty or elect paid leave. Requests for absence to donate blood will be made as far in advance as possible. Should the Employer determine that the employee cannot be excused for blood donation and recuperation due to mission requirements, the employee may be excused at an alternate time as soon as possible to donate blood at an alternate location.

**Section 29. Military Leave.** Permanent, term, and career-conditional employees who are members of the National Guard, or any reserve unit of the Armed Forces (Army, Navy, Air Force, Marines, or Coast Guard) are entitled to military leave for each hour of active duty performed in any fiscal year up to a maximum of fifteen (15) workdays in any fiscal year. Subject to upgrade of DFAS payroll data system, military leave will be charged in one-hour increments (minimum charge one hour). Military leave not to exceed fifteen (15) workdays, which is unused at the beginning of the next fiscal year, will be carried forward for use in the next fiscal year only, providing a full-time employee the potential for a maximum of thirty (30) workdays of military leave during a fiscal year (less for part time employees). Members of the Reserves and/or National Guard will not be charged military leave for non-duty days (typically weekends and holidays) that occur within the period of military service. Approval of military leave shall be based on a copy of orders directing the employee to active duty and a copy of the certificate on completion of such duty. Military leave shall be without loss of pay. Employees are not entitled to military leave to use for weekend drills. However, employees may request accommodations to attend weekend drills by rescheduling a conflicting tour of duty, annual leave or leave without pay as far in advance as possible.

**Section 30. Excused Absence for Voting.** When the voting polls are not open at least three (3) hours either before or after an employee's regular hours of work an employee may be granted an amount of excused leave to vote which will permit the employee to report to work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time. Under exceptional circumstances where the general rules do not permit sufficient time, an employee may be excused for such additional time as may be needed to enable the employee to vote, depending upon the particular circumstances, but not to exceed a full day. Employees on FLEXTIME whose workday can be adjusted to provide three hours before the polls close are not entitled to excused absence.

**Section 31. Emergency Rescue/Protective Work.** Employees who can be spared without interference with essential Employer operations and obligations may be excused, without charge to leave, to participate in emergency rescue or protective work such as fire, flood, storm, or search operations. Such participation shall normally be limited to a maximum of five (5) workdays of excused absence per year. Employees may not be excused from duty without charge to leave for the purpose of performing Reserve or National Guard duty which otherwise

would be covered by military leave as authorized under 5 USC 6323 or for community volunteer firefighter service if any compensation is paid.

**Section 32. Leave Without Pay for Union Office.** Subject to mission requirements, LWOP will be granted members of the Union to serve with AFGE for the duration of the term or terms of the office to which appointed or elected. Initial grants of LWOP will not exceed the terms or terms of office. Employees on leave without pay under the provisions of this article shall be entitled to return to their position at any time if the position still exists. If their position no longer exists, the employees will be accorded employment rights in accordance with applicable regulations.

**Section 33. Maternity/Paternity Leave.** Absence for maternity reasons may be a combination of sick leave, annual leave and/or leave without pay. The employee, her supervisor, and her physician will determine the length of absence for maternity reasons. Employees will provide medical documentation to cover absence. In accordance with applicable laws and regulations, a male employee who has provided the Employer with reasonable advance notice may be absent on annual leave, sick leave, or leave without pay for a reasonable period of time for the purpose of assisting or caring for his minor children or the mother of his newborn child while she is incapacitated for maternity reasons. Supervisors may request medical documentation.

**Section 34. Bone Marrow/Organ Donation.** An employee is entitled to use seven days of paid leave each calendar year (in addition to annual or sick leave) to serve as a bone-marrow donor and an employee may use up to 30 days of paid leave as an organ donor. Bone-marrow or organ donor leave may be used in, but is not limited to, such situations as blood testing, tissue testing, counseling, physical examinations, travel time, surgery, and recuperation. Employees who are screened, but not accepted as donors, are entitled to bone marrow or organ donor leave for their absences in conjunction with their attempt to be donors. Medical procedures and recuperation depend on the circumstances of each case. Supervisors will record this type of leave on the time and attendance form as administrative leave. An individual having bone-marrow removed and stored for future use is not a “donor” and the benefit of 7 days of paid time off is not applicable for an employee who is undergoing such a procedure for his or her own needs. Sick leave, annual leave, leave donations, and advanced annual and sick leave are available to an employee facing this type of medical procedure. In addition, leave donated under the Voluntary Leave Transfer Program and LWOP under the FMLA may be used if the condition meets the requirements of these programs.

**Section 35. Leave for Adoption.** Sick leave, annual leave, and leave without pay, may be used to make arrangements for adoption-related activities, including appointments with adoption agencies, social workers and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed. This includes periods during which the adoptive parent is home to care for the newly adopted child, if required by the adoption agency or by the court. Because prospective adoptive parents commonly must make a commitment that one parent will remain at home for several months in order to qualify for adoption, special consideration should be given to requests for leave for this purpose. Supervisors are encouraged to be responsive to granting leave to meet the needs of adoptive parents.

**ARTICLE 19**  
**DISCIPLINARY AND ADVERSE ACTIONS**

Section 1. It is agreed that disciplinary actions are intended to correct rather than punish an offending employee. Therefore, disciplinary actions will be administered following procedures and guidelines in applicable laws, rules, and regulations.

Section 2. General

a. No employee will be required to make **a written or sworn statement or to provide testimony** on matters which may lead to disciplinary or adverse action against that employee without representation by the Union, if the employee requests such assistance. The Union will be allowed to be present and represent an employee at any examination of an employee in the unit by a representative of the Employer in connection with an investigation, if the employee reasonably believes the examination may result in disciplinary or adverse action against the employee and the employee requests representation. The employee will provide written designation of representative to Management.

b. In making a decision to take disciplinary or adverse action under this Article, the supervisor will evaluate the **Factors in Penalty Selection (Douglas Factors)**, as required by applicable laws and regulations. These factors include, but are not limited to, employee's past work record, previous discipline, potential for rehabilitation, and mitigating circumstances surrounding the incident.

c. When the Employer determines that formal disciplinary action may be required to correct misconduct on the part of the employee, the supervisor **will obtain available information concerning the alleged misconduct**. This may include an investigation interview with the employee. The purpose of the investigation is to ensure relevant facts are known and afford employees the opportunity to explain the basis for their actions.

d. Prior to beginning an investigatory examination, the employee being investigated will be **informed of the purpose of the examination**. The Employer will obtain information and evidence in accordance with applicable laws and regulations.

e. For all proposed actions, from reprimand to removal, **the employee and his/her representative may appear before the deciding official** or the deciding official's representative to personally answer the charges and present affidavits and witnesses in support of the employee's reply. The proposed disciplinary action memo will advise the employee of the time limit for presenting a reply.

f. When an employee is changed to lower grade because of failure to perform acceptably or for disciplinary reasons, **pay is set** at a rate from step 1 up to the step of the lower grade which, if the employee is repromoted, will not place the employee in a rate exceeding that previously held in the higher grade.

g. Employees will be provided with **the original notice of proposed action and final decision memos** on all discipline and adverse actions. Copies of all documents supporting the proposed action will be provided with/attached to the proposal memo. The documents will be delivered to the employee in person or by certified mail. The employee is authorized to make

copies of the memo and attached documents on government copy equipment. If the employee has designated a Union or other representative in writing, the representative will be provided with an identical copy of all documents presented or mailed to the employee.

h. **First level supervisors** sign and issue all informal actions, letters of reprimand, and notices of proposed suspension, removal, or reduction in grade. The **deciding official** for suspensions, removals, and reductions in grade will be at least **one level higher than the supervisor/proposing official** and this individual will sign and issue the final decision memo.

Section 3. Procedures:

a. **Written reprimands** will be maintained as temporary record on the left hand side of the employee's Official Personnel Folder (OPF) and Supervisor's Employee Brief (Supervisor's Employee Work Folder & Brief – AF 971) for a period not longer than two years. At any time during the two year period, the supervisor may review and remove the written reprimand from official records if there has been a significant improvement in employee's conduct and no recurrence of same or similar incidents. After one year, the employee may request that the supervisor review the reprimand and consider removal for the same reasons. The supervisor will consider the employee's request however is under no obligation to remove the reprimand before the expiration of the two-year period. A decision to maintain a reprimand for the full two years is not grievable.

b. **When proposing a suspension of 14 days** or less or a letter of reprimand the employee is entitled to:

- (1) Advance written notice stating the specific reasons for the proposed action.
- (2) Not less than 14 calendar days to answer charges orally and/or in writing and to furnish affidavits and other documentary evidence in support of their answer. Extension of this time period will be granted for a valid reason if requested in writing by the employee or designated representative.
- (3) A right to representation by a Union official or other representative of their choice (after coordination with Union President or Chief Steward).
- (4) The right to review the material relied upon to support the reasons for the proposed action. Copies of supporting documents will be attached to the proposal notice.
- (5) A reasonable amount of official time for the employee and representative to review the material, secure affidavits and other documentary material, prepare an answer to the notice.
- (6) A written decision and specific reasons for the decision within 30 days of the end of the response period. Extension of this time period will be granted for a valid reason if requested in writing by the deciding official or the Civilian Personnel Officer.

c. Employees against whom a **suspension over 14 days**, a removal, or a reduction in grade is proposed are entitled to:

- (1) A minimum of 30 days advance written notice stating the specific reasons for the proposed action.
- (2) Not less than 21 calendar days to answer charges orally and/or in writing and to furnish affidavits an other documentary evidence in support of their answer. Extension of this

time period will be granted for a valid reason if requested in writing by the employee or designated representative.

(3) A right to representation by a Union official or other representative of their choice (after coordination with Union President or Chief Steward).

(4) The right to review the material relied upon to support the reasons for the proposed action. Copies of supporting documents will be attached to the proposal notice.

(5) A reasonable amount of official time for the employee and representative to review the material, secure affidavits and other documentary material, prepare an answer to the notice.

(6) A written decision and specific reasons for the decision within 45 days of the end of the response period. Extension of this time period will be granted for a valid reason if requested in writing by the deciding official or the Civilian Personnel Officer.

#### Section 4.

a. **Suspension of 14 days or less** and letters of reprimand are grievable through the negotiated grievance procedure Article.

b. **Suspensions of more than 14 days, removals, and reduction in grade may be** grieved through the negotiated grievance procedure or appealed to the Merit Systems Protection Board, but not both.

### **ARTICLE 20 GRIEVANCE PROCEDURE**

Section 1. The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by Management and aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorable on the employee's good standing, performance, loyalty, or desirability to the organization. Reasonable time during working hours will be allowed for employee and Union representatives to discuss, prepare for and present grievances, including attendance at meetings with Management.

Section 2. The initiator of a grievance may terminate it by written notification to the other party. Failure of the initiating party to comply with time limits or to proceed with prosecution of the grievance authorizes the other party to deny the grievance. Failure to render a decision within stated time limits authorize the initiator to advance the grievance to the next step. All time limits in this article may be extended by mutual consent.

Section 3. A grievance is defined to be any dispute or complaint between the Employer and the Union or an employee or employees covered by this Agreement which may pertain to any of the following:

a. Any matter involving the interpretation, application, or violation of this Agreement;  
and

b. Any matter involving working conditions or the interpretation and application of Employer policies, regulation, and practice and not specifically covered by this Agreement.

Section 4. This negotiated procedure shall be the exclusive procedure available to the Union, the Employer, and the employees in the bargaining unit for resolving such grievances except as provided in Section 6 of this article.

Section 5. The parties specifically agree that the following actions are exempt from coverage of the negotiated grievance and arbitration procedures of the Agreement:

- (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 under Section 7532, Title 5;
- (4) Any examination, certification, or appointment;
- (5) The classification of any bargaining unit position which does not result in the reduction in grade or pay of a bargaining unit employee. If an employee feels his/her job is improperly classified, he/she may file a classification appeal under the applicable appeal procedures;
- (6) Nonselection for promotion from a group of properly ranked and certified candidates;
- (7) Nonadoption of a suggestion;
- (8) Notices of proposed action;
- (9) Separation actions taken on employees serving probationary or trial periods;
- (10) Separation actions taken on employees serving under time-limited appointments (such as temporary or term appointments).

Section 6. Appeal and Grievance Options: An aggrieved employee affected by a prohibited personnel practice under 5 USC 2303 (b)(1) (excluding those matters which may be taken to EEOC), a removal or reduction in grade based on unacceptable performance, or adverse action, may at the aggrieved employee's option, raise the matter under a statutory appellate procedure or the negotiated grievance procedure but not both. For the purpose of this section and pursuant to Section 7121 (3)(1) of the Act, an employee shall be deemed to have exercised his/her option under this section only when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure, whichever occurs first.

Section 7. In the event either party should declare a grievance non-grievable, the original grievance shall be considered amended to include this issue. The Employer agrees to render a decision on the grievability or arbitrability of a grievance prior to the time limit for the written

answer in Step 3 of this procedure. Any rejection of a grievance on the grounds that it is not a matter subject to this grievance procedure, or is not subject to arbitration, shall be executed at Step 3 of the grievance procedure. Such rejection shall be served upon the Union in writing, and if alleged to be subject to statutory appeal procedures, shall state that it is the final rejection of the matter. All other disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

#### **Section 8. ADVERSE ACTIONS:**

**Step 1.** Any complaint over an action which requires a notice of proposed action and a final written decision or prohibited personnel practice under 5 USC 2303(b)(1), excluding those matters which may be taken to EEOC, shall first be presented in writing by the concerned employee, and/or the employee's representative, to the Vice Commander, 22 ARW within ten (10) workdays after receipt of the final written decision. The Vice Commander, 22 ARW or designee will meet with the employee and/or representative within ten (10) workdays after receipt of the grievance. The Vice Commander, 22 ARW and/or the designee shall give the employee and/or the representative a written decision within ten (10) workdays after the meeting.

**Step 2.** If the complaint is not satisfactorily settled at Step 1, the Union may refer the matter to arbitration within twenty (20) workdays of receipt of the Employer's decision at Step 1.

**Section 9.** The following steps will be taken when presenting a grievance over matters not covered in Section 8:

#### **EMPLOYEE GRIEVANCE:**

**Step 1.** Grievance shall be taken up orally by the concerned employee with appropriate supervisor in an attempt to settle the matter. Employees may be represented by themselves or the Union. Grievances must be presented within 20 workdays from the date the employee became aware of the occurrence on which the grievance is based. Only the employee, his/her representative(s) and the appropriate supervisor will be present at this time. The supervisor may have a witness present during the discussion but, because of the desire of both parties to settle the grievance at the lowest possible level, the witness will not be an individual in the supervisor's chain of command. The immediate supervisor will render a decision to the aggrieved employee and his/her representative within ten workdays after the Step 1 meeting. If an employee presents a grievance directly to Management for adjustment without Union representation consistent with the terms of this agreement, the Union may have an observer present on official time as such time as a decision on the adjustment of the grievance is presented.

**Step 2.** If the matter is not satisfactorily settled following the initial discussion, the employee or his/her representative may, within ten (10) workdays submit the matter, in writing, to the squadron commander (or in the case of the 22d Medical Group or the 931<sup>st</sup> Air Refueling Group, the group commander). The squadron commander, or his/her designee will meet with the employee and/or the employee's representative within ten (10) workdays after receipt of the grievance. The squadron commander or designee shall give the employee and/or the employee's representative a written answer within ten (10) workdays after

the meeting. (When the grievant's supervisor is the squadron commander, Step 2 will be the appropriate group commander, and Step 3 will be the Vice Commander, 22 ARW.)

Step 3. If the grievance is not settled at Step 2, the employee and/or the employee's representative may, within ten (10) workdays, forward the grievance to the Vice Commander, 22 ARW for further consideration through 22 MSS/DPC, who will provide an informational copy of the grievance to the appropriate squadron and group commander. The Vice Commander, 22 ARW or designee will review the grievance and obtain any facts they feel relevant to the complaint, which may include consultation with the organizational commander, his/her designee, the employee and his/her representative, and/or conduct an information hearing. The employee and/or the employee's representative may make a written reply and furnish any additional documentary evidence to the Vice Commander, 22 ARW. Upon request of the grievant, he/she and his/her representative will be permitted to appear before the Vice Commander, 22 ARW or designee to present the grievance and provide information, affidavits, and witnesses in support of the grievant. The employee and representative will be provided a written decision no later than twenty (20) workdays after receipt of the grievance, in the Vice Commander's office, except this time will be extended by five (5) workdays following presentation of any additional information by the employee.

Step 4. If the grievance is not satisfactorily settled at Step 3, the Union or the Employer may refer the matter to arbitration in accordance with Article 21, **ARBITRATION.**

**UNION GRIEVANCE:** A grievance concerning similar complaints which may impact on employees from one or more organizations may be submitted in writing by the Local President (or designee) directly to the Vice Commander, 22 ARW. Union grievances must be presented within 20 workdays from the date the Union becomes aware of the occurrence on which the grievance is based. The Vice commander, 22 ARW and the Local President will meet within five workdays after receipt of such a grievance to discuss the grievance. The Vice Commander, 22 ARW shall give the Local President a written answer within ten workdays after the meeting. If the grievance is not settled by this method, the Union may refer the matter to arbitration.

**EMPLOYER GRIEVANCE:** The Vice Commander, 22 ARW or his/her designee may present a grievance informally to the Local President at any time. Employer grievance must be presented within 20 workdays from the date the Vice Commander, 22 ARW becomes aware of the occurrence on which the grievance is based. If the Vice Commander, 22 ARW presents a grievance formally, in writing to the Local President, the President and Vice Commander, 22 ARW will meet within five workdays in an attempt to resolve the matter. The Local President shall give a written decision to the Vice Commander, 22 ARW within ten workdays of the meeting. If the grievance is not settled at this level, the Vice Commander may refer the matter to arbitration in accordance with Article 21, **ARBITRATION.**

Section 10. Any grievance submitted under Section 8, Step 1 or Section 9, Step 3, of this Article will first be routed through the CPF for forwarding to the Vice Commander's office within five (5) workdays.

## **ARTICLE 21 ARBITRATION**

Section 1. If a grievance is not settled satisfactorily under the negotiated grievance procedure article of this agreement, the Union or the Employer may submit the grievance for arbitration in accordance with this article. The request for arbitration must be submitted within twenty (20) workdays after issuance of the respondent's final decision, or in the absence of a decision within twenty (20) workdays after the prescribed time limits the respondent's decision was due.

Section 2. The fee for the list of arbitrators shall be borne equally by the Employer and the Union. Within five workdays from the date of receipt of the request for arbitration, the Employer and Union shall meet to select an arbitrator. If the parties cannot agree on an arbitrator, either party may request the Federal Mediation and Conciliation Service to provide a list of seven impartial persons qualified to act as arbitrators. The parties shall meet within five workdays after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, the Employer and the Union will alternate in striking one arbitrator's name from the list. The remaining person shall be the duly selected arbitrator.

Section 3. The arbitrator's fee and all expenses associated with the arbitration hearing will be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day-shift hours of the basic workweek. Employees shall be in a pay status up to eight hours per day (or nine hours per day if on an AWS) while participating in the arbitration proceeding if otherwise in a duty status.

Section 4. The arbitrator will be requested to render a decision as quickly as possible, but not later than 30 calendar days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 5. The arbitrator's award shall be binding on all parties. However, either party may file exceptions to or request a review of the award as prescribed by applicable law or regulation.

Section 6. If for any reason the Employer or the Union refuse to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

Section 7. In the absence of a negative arbitrator's decision regarding the arbitrability of a grievance, the arbitrator shall hear arguments regarding both the arbitrability and the merit of the case at the same hearing.

Section 8. The arbitrator may not add to, modify, or delete any provision of this Agreement and the arbitrator will be bound by any interpretation of this Agreement jointly agreed to and submitted by the parties.

Section 9. If the parties fail to agree on a joint submission of the issue(s) for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

Section 10. Except as mutually agreed by the parties, arbitration under this article will be conducted as oral proceedings with no verbatim transcript and no filing of briefs unless they are requested by the arbitrator.

Section 11. Any party to this Agreement who refuses to proceed to arbitrate a grievance, or does not proceed without undue delay after all avenues of appeal authorities have been exhausted to implement the arbitrator's award shall pay the total cost of arbitration.

Section 12. The arbitrator has full authority to award representatives fees in accordance with Section 5596, PL 95-454.

## **ARTICLE 22 TRAINING**

Section 1. It is agreed that it is mutually beneficial to have a well-trained workforce. Employees may inform their supervisor of any training needs they feel relate to their work assignments. In order to encourage employee career development and improve job skills the Employer will make available training/education information.

Section 2. It is agreed that it is a responsibility of supervisors to provide employees with information relative to new procedures; technical knowledge required in work performance; changes in safety requirements to protect the individual and government property; and to conduct informal on-the-job training, as required to meet changes in performance requirements.

Section 3. It is agreed that it is the responsibility of the supervisor to determine training requirements. Informal training may be accomplished by the supervisor or supervisor's designated and qualified representative. Supervisors will coordinate formal training needs, AETC schools, factory training, etc., through the CPF

Section 4. The Employer and the Union recognize that each employee is responsible for applying reasonable effort, time and initiative to keep abreast of the technology of his/her occupation. The Union agrees to encourage employees to take advantage of other training and educational opportunities, such as ECI courses, correspondence courses and off-duty high school/technical/college courses, which will add to their skills and qualifications necessary for advancement. Approved, completed training over 8 hours may be documented in the employee's official personnel record by the employee submitting a Standard Form 172, Amendment to Personnel Qualifications Statement or DD Form 1556 with supporting documentation, to the CPF. Training under 8 hours may be documented in the AF 971, Automated Supervisor's Employee Record by the supervisor, upon the employee's request and presentation of documentation.

## **ARTICLE 23 TRAVEL**

Section 1. Travel orders issued to employees will conform to Joint Travel Regulations, Vol II, issued by the Department of Defense.

Section 2. Normally, employees shall receive travel orders sufficiently in advance to ensure that necessary arrangements for obtaining transportation requests and advancements of travel and per

diem allowances can be made during working hours. It is recognized that at times these arrangements must be made outside of working hours to fulfill mission requirements; however, employees will not normally be required to travel without valid orders (including verbal orders of the commander). Pay for travel outside normal duty hours will be paid in accordance with controlling regulations.

Section 3. When meals are not available at the TDY station, reimbursement will be allowed for the necessary round-trip mileage to the nearest place where suitable meals are available in accordance with the Joint Travel Regulations (JTR). If AF or other GOV use is authorized, mileage to and from the eating establishment will be considered “official business” in accordance with the JTR.

Section 4. The employee may request information on recreational facilities, living conditions, and working conditions at the TDY station, which will be furnished the employee prior to departure, if available.

## **ARTICLE 24 ADVERSE DRIVING CONDITIONS**

Section 1. The Employer and the Union agree that applicable regulations concerning release of employees during adverse weather will apply.

Section 2. Personnel designated as emergency employees for adverse weather and snow conditions will have his/her name permanently posted on the bulletin board in the work area. Supervisors will ensure the number of the emergency personnel is kept to a minimum.

Section 3. In the event of a base closure due to hazardous weather conditions, all designated emergency personnel will be expected to report to their normal duty stations. If the employee is unable to report to duty because of closed roads, vehicles stuck or unable to run due to hazardous weather conditions, the employee will report to his/her supervisor by telephone as soon as possible. The supervisor will determine if the employee is needed and, if so, attempt to arrange necessary accommodations to enable employee to report for work. If the supervisor determines the employee is not needed, the employee will be excused without charge to leave.

## **ARTICLE 25 TRANSPORTATION**

Section 1. Civilian employees will not be required to use their privately owned vehicles in the performance of their job. If employees choose to use their vehicles, they can apply for mileage reimbursement. Employees will normally be permitted to use their own vehicles wherever normal traffic regulations and policies permit. Employees are encouraged to use a GOV if available for work duties; employees who choose to use a POV when a GOV is available are not entitled to mileage reimbursement.

## **ARTICLE 26 PARKING FACILITIES**

Section 1. Parking facilities for employees of McConnell AFB will be within a reasonable distance of their normal working station. It is agreed that installation-wide parking facilities and

utilization of reserved parking spaces are matters of mutual concern to the Union and the Employer. The Employer will notify the Union of any proposed changes to the regulations governing reserved parking authorizations that would relate to civilian employees assigned to McConnell AFB. The Employer will consider any views the Union may wish to present or negotiate prior to implementing any changes.

Section 2. Service-area and employee parking lots will have an appropriate number of spaces reserved and properly marked nearest all entrances for handicapped personnel. Handicapped parking space will take precedence over any other designated parking (i.e., based on military or civilian rank). Base reserved parking space regulations will be enforced.

## **ARTICLE 27 HEALTH AND SAFETY**

Section 1. The Employer agrees to provide a safe and healthful work place for all employees and will comply with applicable federal, state, and local laws and regulations relating to the safety and health of its employees. All employees are responsible for prompt reporting of observed unsafe conditions to their immediate supervisor. The Union agrees to encourage employees to comply with safety practices and regulations.

Section 2. The Employer shall provide emergency room and/or ambulance service for the immediate care of employees in case of on-base accident or illness when considered necessary by competent medical authority.

Section 3. When duties involving special hazards must be performed, the Employer will provide reasonable training or orientation to employees who will perform the duties concerning the hazards and the proper work methods.

a. The Employer agrees to furnish all special tools, protective clothing and protective equipment to include safety footwear, prescription safety footwear, safety glasses and prescription safety glasses that employees are required to use or wear in accordance with appropriate Air Force and OSHA regulations and directives.

b. Employees requiring prescription safety footwear will be required to submit a copy of a prescription from a physician.

c. All employees that are required to wear safety footwear will be permitted a choice of styles from General Services Administration Federal Supply Schedule or other GSA Contract providers.

d. If an employee's physical/physician's requirements for safety footwear cannot be met under GSA, other resources will be used.

e. Employees requiring prescription safety glasses will be required to submit a copy of a prescription from a physician.

Section 4. The Employer will furnish appropriate protective clothing for employees who come into contact with hazardous material, when recommended by bioenvironmental engineering services or the safety office, or when required by an OSHA or AFOSH standard. Appropriate

protective clothing will include disposable garments of the right size and durability for the task (for intermittent tasks) or cloth garments through an industrial laundry service (for tasks performed on a daily basis) in a supply adequate to provide a change of protective clothing daily. If a choice of protective clothing style is available from the selected contractor, and if cost is equal, individuals will be allowed a choice of style. Employees may choose to provide their own protective clothing which meets OSHA requirements.

Section 5. An employee who believes he/she is being required to work under conditions which are unsafe or unhealthy beyond the normal hazards inherent to the work operations, or in violation of recognized national safety standards or codes, shall first advise his/her supervisor of such conditions. The supervisor shall inspect the working conditions in question as soon as possible and determine whether the work should continue or be discontinued until the unsafe or unhealthy condition can be eliminated or adequately controlled. If the employee is not satisfied with the decision of the supervisor, the following action may be taken:

The Employer agrees that no employee shall be subject to restraint, interference, coercion, discrimination or reprisal for filing a report of an unsafe or unhealthful working condition, or other participation in Employer occupational safety and health program activities, or because of the exercise by such employee on behalf of himself or herself or others of any right afforded. These rights include, among others, the right of an employee to decline to perform his or her assigned task because of a reasonable belief that, under the circumstances the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures established.

Section 6. The Employer will consider health and safety regulations when assigning employees to hazardous work. The ground safety officer or designee shall investigate and make recommendations regarding such determinations. The Union may refer working areas or working situations to the ground safety officer or designee for consideration under this provision.

Section 7. The Employer agrees to comply with applicable safety and health requirements when assigning employees to perform repair work on machines while in motion or operation.

Section 8. Special precautions will be taken to combat the effects of extreme cold and heat conditions and their adverse effect on employees. Reasonable effort will be made to rotate employees in and out of extreme temperatures to the extent possible. In addition, employees working under these extreme conditions will be given more frequent breaks to prevent unnecessary physical discomfort to the extent considered practical. During extreme heat conditions, employees will be provided access to a container of cool drinking water.

Section 9. It is hereby agreed that immunizations be made available by the Employer when it is determined by appropriate medical authority that the employee's working conditions create a hazard for the possibility of contraction of disease. The Employer will define the area where protection is needed and notify the employees of the affected area.

Section 10. If after review by the Base Safety and Occupational Health Council (Council) the Union continues to raise a question of an unsafe condition the committee cannot resolve to the Union's satisfaction, the Union may request assistance from OSHA.

Section 11. The Union will name a representative to the Council, and provide the name of that representative, in writing, to both the Safety Office and the CPF. The Union representative will be notified of and be authorized official time to attend meetings of the Council. A Union representative will be allowed to observe and provide meaningful input to the Council as a nonvoting member.

Section 12. If the Union observes or suspects any unsafe condition, they may report it to the ground safety officer, and the Union's representative will (if available) accompany the officer during his/her inspection of the condition in a pay status.

Section 13. Immediate supervisors will strive to provide a work environment that minimizes stress for all employees. The supervisor will facilitate effective communication with employees and between employees and will attempt to resolve concerns and disagreements promptly and fairly, taking into consideration the employee's right to privacy.

Section 14. The Employer and Union agree to support and encourage the use of the Employee Assistance Program (EAP). The scope of the EAP includes activities and counseling in the areas of personal finance and health and wellness (on a space-available basis) and substance abuse awareness and treatment.

a. The primary focus of the EAP is to assist employees who want help dealing with a substance abuse problem. Civilian employees who suffer from substance abuse problems are entitled to the same medical care and administrative consideration they would receive for any other illness. The first referral for counseling is on duty time. Sick leave or other appropriate leave is granted for additional substance abuse medical examinations and treatment.

b. An employee may voluntarily visit Life Skills for confidential consultation if he or she believes they may have a substance abuse problem. The employee's job security and promotion opportunities will not be jeopardized solely because of participation in the EAP's counseling or referral services.

c. Supervisors who suspect an employee of having a substance abuse problem because of a job-related incident such as misconduct, attendance problems, and performance deficiencies are required to refer the employee to Life Skills for initial evaluation on official time with no charge to leave. The employee's initial appointment is mandatory. Life Skills personnel will evaluate the employee's status and offer referrals to appropriate organizations to deal with suspected substance abuse which may be causing work related problems. Costs for services provided by the referral agencies will be borne by the employee and/or their health insurance provider. Outcome of the initial referral interview will not be released to the supervisor or other party without the specific consent of the employee. Employees will be informed that substance abuse problems can only be taken into account when determining appropriate discipline or performance-based actions if the employee agrees to release of information.

## **ARTICLE 28**

### **VEHICLE SAFETY RESTRAINT SYSTEMS**

Section 1. The parties agree that the consistent use of vehicle restraint systems is critical to the safety of all personnel. The Union agrees to support the program by informing unit employees

of the importance of vehicle restraint system use and possible penalties for failing to comply with requirements.

Section 2. Vehicle restraint provisions of AFI 31-204, 1 Aug 97, AF Motor Vehicle Traffic Supervision, MAFBI 31-201, 11 Aug 98, Installation Traffic Code, Entry and Internal Circulation Control, and AFI 91-207, 1 Oct 95, Traffic Safety Program, apply to all drivers operating government owned or privately owned vehicles on McConnell AFB, both military and civilian.

Section 3. Individuals in a moving motor vehicle on McConnell or off base using a government vehicle must ensure operability and use of available installed occupant protective devices (restraints, air bags, child safety seats) required by the Code of Federal Regulations, Part 571, Federal Motor Vehicle Safety standards. The installation traffic safety program will comply with State and local child safety seat requirements.

Section 4. The wear of seatbelts and use of approved child restraint systems is mandatory for all individuals operating or riding in a motor vehicle on McConnell AFB. Civilian employees are also required to use seatbelts and child restraints when operating a government-owned vehicle off of McConnell and other installations when TDY. Law enforcement officers are authorized to stop, cite and release any motor vehicle operator for failing to wear seatbelts and/or failing to ensure all passengers are wearing seatbelts or seated in approved child restraint systems. Ground Safety representatives may conduct random vehicle checks to monitor seatbelt and child restraint system use. When identified by a Ground Safety inspection, vehicle operators may be cited for not wearing seatbelts or not using child restraint devices.

Section 5: Applicable provisions of the referenced instructions will be applied when citing failure to use restraint devices. IAW references instructions, employees may be assessed points against their driving record and may receive the following: (1) First Safety Belt/Occupant Restraint Device Violation: Warning Letter through Squadron Commander; (2) Second Violation: 30 day suspension of base driving privileges; (3) Third Violation: Six months suspension of base driving privileges.

Section 6. When driving privileges are suspended, bargaining unit employees may park their POV at the Rock Road entrance Visitor's Center Parking Lot. Only one parking space will be available to bargaining unit employees at any given time. An employee whose driving privileges have been suspended or revoked and whose vehicle is parked in the Visitor's Center parking area may make arrangements with coworkers to pick up and drop him/her off at that location. If the employee has difficulty obtaining a ride with a coworker the supervisor will assist the employee as much as possible in locating a ride to and from the Visitor's Center.

Section 7. Employees whose driving privileges are suspended may appeal the suspension in accordance with the administrative appeal procedures set forth in referenced instructions.

Section 8. Administration of the penalties described in Section 4 does not preclude a supervisor from taking appropriate disciplinary action in accordance with AFI 36-704, Discipline and Adverse Action, after considering such factors as prior driving citations, previous discipline, job performance, and other mitigating circumstances.

## ARTICLE 29 EMPLOYEE RECORDS

Section 1. There are two types of employee personnel records: (1) **Official Personnel Folder (OPF)**, and (2) **Supervisor's Employee Work Folder & Brief (AF 971)**.

Section 2. **Official Personnel Folders (OPF)** are maintained at the Air Force Personnel Center (AFPC) and will not routinely be shipped to the local CPF for employee review. Employees are advised and expected to maintain personal records of their federal employment including Standard Forms 50, Notice of Personnel Action, that are received during their service. Employees may see documents in their OPF by accessing the Electronic Official Personnel Folder (EOPF) through the AFPC/DPC Interactive Web Application at <http://www.afpc.randolph.af.mil/DPC/EOPF/electopf.htm>. Organizations are authorized and encouraged to install the necessary software programs to access this application. Organization data system managers will be contacted before the employee loads any software. For technical problems with software and/or equipment configuration, the AFPC Regional Help Desk must be contacted at the number provided on the web site. AFPC will provide faxed copies of specific documents or information not available through other means upon the request of the CPF. To ensure that privacy act information is not released to unauthorized personnel, telephone requests to AFPC for information and/or copies of documents from employee cannot be honored. Employees will contact their assigned personnel specialist to make such a request to AFPC on their behalf.

Section 3. **Supervisor's Employee Work Folder & Brief (AF 971)** are maintained by the supervisor and will be provided in a timely manner to the employee upon request.

Section 4. **Administration of employee records** will be in accordance with government laws and government wide regulations.

Section 5. Consistent with government wide regulations, **the employee has the right to provide information for inclusion in their records**. Records will be accurate, complete, and up-to-date

Section 6. As the Supervisor's Employee Work Folder & Brief (AF Form 971) is a confidential record of employees, **supervisors will ensure limited access** of the form to persons who have an official need to know.

Section 7. Supervisors will not make **derogatory or commendatory entries** or any other such documentation in the Supervisor's Employee Work Folder & Brief (AF Form 971) without counseling and/or advising employees prior to making the entry. Employees shall be asked to initial such entries, and it is agreed that an employee's initials do not indicate agreement or disagreement with the entry. Employees may submit **memos of rebuttal** to any entry which will be maintained with the supervisor's entry until it is removed from the record. Supervisors will review, at least once a year at the request of the employee, the entries in the Supervisor's Employee Work Folder & Brief (AF Form 971) with the employee to assure a clear understanding of the contents therein.

Section 8. **Derogatory remarks** will be removed after two years.

Section 9. The Supervisor's Employee Work Folder & Brief (AF Form 971) is the supervisor's record on subordinate employees. **The immediate supervisor will keep the record under his/her control. Employees are permitted to review** their Supervisor's Employee Work Folder & Brief (AF Form 971) upon request. Aggrieved employees may authorize their supervisor, in writing, to disclose the Supervisor's Employee Work Folder & Brief (AF Form 971) to their designated representative.

### **ARTICLE 30 AIR FORCE RECOGNITION PROGRAM**

Section 1. It is agreed that the Air Force Recognition Program, including the IDEA Program, will be supported by the Employer and the Union. Employees will be encouraged to participate in the IDEA Program, and supervisors will be encouraged to recognize all deserving employees through use of the Air Force recognition program which is available to all Air Force employees.

Section 2. These programs will be managed in accordance with applicable Air Force, command, or base directives governing all aspects of the program.

Section 3. When funds are available for civilian performance awards, all employees receiving pass ratings who meet specific time-on-station requirements will receive a fair and equal share of award funds. In addition, employees who win quarterly and/or annual awards at the group and wing level will receive special supplemental monetary awards.

### **ARTICLE 31 EQUAL EMPLOYMENT OPPORTUNITY**

Section 1. The Employee and Union agree to cooperate in providing equal opportunity for all qualified persons; to prohibit discrimination because of race, color, religion, sex, national origin, age, sexual harassment, disability, marital status, or political affiliation, or any other non-merit factor, and to promote the full realization of equal employment opportunity through a positive and continuing effort. The Employer and the Union agree that sexual harassment is strictly prohibited.

Section 2. It is agreed between the parties that in the policies and practice of the Union there shall continue to be no discrimination against any employee based on race, color, religion, sex, national origin, age, sexual harassment, disability, marital status, or political affiliation, or any other non-merit factor.

Section 3. The Union agrees to fully support the principles of Equal Employment Opportunity.

Section 4. Employees will be kept informed of the Employer's discrimination complaint program and how to use it. Employees may contact EEO counselors with complaints of discrimination based on race, color, religion, sex, national origin, age, sexual harassment or disability. The Employer will post in conspicuous locations in the workplace, a current list of EEO counselors. These lists will provide the names, locations, and telephone numbers of the counselors. Coercion or reprisal against employees who use the discrimination complaint program will not be tolerated. Such employees are assured of confidentiality throughout the discrimination complaint process unless they specifically waive the right to confidentiality.

Section 5. No Employer policy or practice shall have an adverse effect on any group of employees or prospective employees who are protected under the contract.

Section 6. The Employer agrees that there shall be no wage or job discrimination and that in cases where occupational segregation remains a factor, there shall be equal pay for work of comparable worth.

## **ARTICLE 32 INDEBTEDNESS**

Section 1. Consistent with the Standards of Ethical Conduct for Employees of the Executive Branch at Title 5, Code of Federal Regulations, Part 2635, employees shall satisfy, in good faith, their just financial obligations, especially those such as Federal, State, or local taxes that are imposed by law. A just financial obligation is any obligation acknowledged by the employee or reduced to a judgement by a court. In good faith means an honest intention to fulfill any just financial obligation in a timely manner. In the event of a dispute between an employee and an alleged creditor, the Employer does not determine the validity or amount of the disputed debt or collect debts on the creditor's behalf. However, when the validity of a private debt is established by court order or admitted, a failure to satisfy an obligation can result in discipline under AFI 36-704, Discipline and Adverse Actions.

Section 2. The Employer will respond to creditors in a timely and courteous manner but will clearly state that the AF does not collect or determine the validity of debts. The Air Force will neither admit nor imply an admission of an employee's liability, nor report to the creditor any action taken against an employee as the result of the complaint.

Section 3. Supervisors may retain valid debt complaint letters and employee's replies for a maximum of two years from the date of the complaint in the Supervisor's Record of Employee (AF 971). At any time during the two-year period, the supervisor may review and remove the debt memo from the record if there have been no similar additional problems. After one year, the employee may request that the supervisor review the debt complaint letter and consider removal for the same reasons. The supervisor will consider the employee's request however is under no obligation to remove the debt complaint letter before the expiration of the two-year period. A decision to maintain the debt letter for the full two years is not grievable.

## **ARTICLE 33 ENVIRONMENTAL PAY**

Section 1. Environmental differential pay for employees in Federal Wage System positions will be paid in accordance with the provisions of applicable Employer directives.

Section 2. Pay for irregular or intermittent duty involving physical hardship or hazard for GS employees will be paid in accordance with the provisions of the applicable Employer directives.

**ARTICLE 34**  
**PAYROLL WITHHOLDING OF DUES**

Section 1. It is agreed that any employee of McConnell Air Force Base who is a member of the unit and who is a member in good standing of the Union, as determined by the Union, may authorize an allotment of pay for the payment of his or her dues for such membership, provided:

- a. The employee has voluntarily completed a request for such allotment of his or her pay;
- b. The employee is regularly employed and receives an amount of pay on the regularly scheduled paydays of the base sufficient to cover the full amount of the allotment after other legal deductions have been made; and
- c. The employee will not have more than one current allotment for the payment of dues to an employee organization.

Section 2. The Union agrees to acquire and distribute to its members the prescribed allotment \*form, Standard Form 1187, Request for Payroll Deductions for Labor Organization Dues, to certify as to the amount of its dues, and to inform and educate its members on the program for allotment for payment of dues and the uses and availability of the required form. An allotment may be submitted by an eligible member of the unit, through the Union, through the CPF, to the servicing Payroll Office, at any time. The allotment will be effective at the beginning of the first complete biweekly pay period after receipt of a properly completed and signed SF 1187 in the Payroll Office. An allotment shall be terminated:

- a. When the employee leaves the unit as a result of any type of separation, transfer, or other personnel action;
- b. Upon loss of exclusive recognition of the unit on which allotment was based;
- c. Upon receipt of notice from the Union that the employee is no longer a member in good standing; or
- d. When this Agreement is suspended or terminated by appropriate authority outside the Department of Defense.

Section 3. Effective date of termination of dues withholding allotment, which is not at the request of the employee, shall be the beginning of the first pay period following the date of the action which requires the termination of the allotment. The Union agrees to promptly notify the Civilian payroll liaison when a member who has authorized dues withholding is suspended or expelled from the organization, such notice to be given within seven calendar days.

Section 4. The Employer agrees to maintain a supply of the form provided for use in revoking an allotment, SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues, in the servicing Civilian payroll liaison.

Section 5. An employee may revoke dues withholding allotment at any time by properly completing SF 1188, or by submission of written request asking for such revocation. This must be received by the Civilian payroll liaison on a timely basis. The effective date of termination of

dues withholding allotment requested by the employee will be the beginning of the first full pay period which begins after the allotment has been in effect for one year or the beginning of the first full pay period which begins on or after 1 March provided the employee has completed a full one year period from the date his dues withholding began and provided the revocation is received by the Civilian payroll liaison before 1 March of the year in which the revocation is effective.

Section 6. The Union agrees to forward to the Civilian payroll liaison, within seven calendar days after receipt, any written revocation of allotment which is received by the Union. The Civilian payroll liaison will forward to the Union within seven calendar days after receipt, any written revocation of allotment which is received by the payroll office liaison. Subject record will not contain items prohibited by the Privacy Act.

Section 7. The servicing payroll function, acting for the Employer, shall prepare a voucher for payment of dues withheld at the end of each payroll cycle. The voucher will be accompanied by a listing giving the following information:

- a. Identification of office or installation;
- b. Identification of Local;
- c. Names of members for whom deductions were made and amount of each deduction;
- d. Total amount withheld on the payroll;
- e. Net amount remitted.

Section 8. The Union agrees that the amount to be withheld shall be the amount of the regular biweekly dues shown on the SF 1187, exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. Allotment deductions will be made by Payroll each pay period in the biweekly amount shown on the SF 1187. If deductions are stopped temporarily because of insufficient salary, no retroactive deduction will be made at a later date. If the amount of regular dues is changed by the Union, the Civilian payroll liaison will be furnished written notification, signed by the President of Local 1737, that the membership has approved such change and the amount of new deductions to be withheld. The effective date of such change shall be the beginning of the first complete biweekly pay period after receipt of the change notice, unless a later date is specified by the Union. Only one such change may be made in any six-month period.

Section 9. The Union agrees that they will promptly notify Civilian payroll liaison, in writing, whenever there is a change in name, title, or address of one or more of AFGE Local 1737 officers.

Section 10. Upon termination of a grant of exclusive recognition to the Union, the Payroll Office will stop all allotments automatically beginning the first full pay period after the loss of the exclusive recognition. The allotment will also be terminated when the agreement providing for dues withholding or this Agreement is suspended or terminated by an appropriate authority outside this base.

Section 11. All elements of this article are intended to be and remain in fully compliance with Air Force and other appropriate Employer directives and regulations. Nothing in this article shall preclude the Employer from maintaining and providing individual employees with information concerning the voluntary revocation of authorization of voluntary allotments of SF 1188.

## **ARTICLE 35 IMPASSE IN MID-TERM NEGOTIATIONS**

Section 1. When an item being negotiated during mid-term negotiations reaches an impasse, it shall be set aside until all other items have been negotiated. If both parties agree that an impasse still exists on any item, or if an item has been under consideration for 30 days or more without agreement, either party may present the impasse to their respective headquarters within seven calendar days and notify the other party of such action.

Section 2. If the impasse cannot be resolved with the assistance of the national level, either party may request the services of the Federal Mediation and Conciliation Service in accordance with the regulations issued by their office. The mediator will be the sole judge of the procedures to be followed in attempting to resolve impasses.

Section 3. An impasse not resolved through the above procedures may be sent to the Federal Services Impasse Panel by either party for appropriate action.

Section 4. All time limits specified in this article may be changed by mutual consent.

## **ARTICLE 36 TOBACCO USE**

**Section 1.** Provisions of AFI 40-102, 1 Aug 98, Tobacco Use in the Air Force, apply with the following exceptions/additions applicable to bargaining unit employees only.

**Section 2.** Tobacco use is not permitted in any indoor work site. Smoking may be permitted in open industrial areas that are well ventilated and tantamount to outdoors if overhead doors are fully open unless fire safety regulations prohibit smoking due to use of hazardous/flammable materials. Overall facility ventilation must be adequate so that smoke does not adversely impact personnel in other parts of the facility. Safety issues and “second hand smoke” concerns will be addressed on a case by case basis.

**Section 3.** Tobacco use is not permitted in any vehicle used for official government business, with the exception of D/M Series Construction and Maintenance Equipment as identified by TRNS officials. Smoking is allowed in these vehicles providing personnel using the same vehicle on a different work shift do not object.

**Section 4.** Smoking is not allowed within 20 feet of the main entrance to any facility (as identified by the building custodian). Smoking outside entrances and exits, other than the designated main entrance of each facility, is not restricted. Exceptions to this provision are:

a. Emerald City has three designated “main entrances”: the two north doorways and the entry from the southwest parking lot directly into Signature’s Restaurant. Smoking is not allowed within 20 feet of these three entrances/exits.

b. Smoking is restricted within 20 feet of all entrances and air intake/vents of the Medical Group facility (Bldg 250) to comply with the Joint Commission Accreditation of Health Organizations.

**NOTE:** Each facility, except Emerald City and Bldg 250, will have only one designated main entrance. Bargaining unit employees may not be prohibited from smoking in any area other than described above. Commanders may identify and enforce smoking areas for non-bargaining unit civilian employees and military members and request that, as a courtesy, bargaining unit employees use the designated area.

**Section 5.** Commanders may elect to construct gazebos near their facilities to provide shelter for squadron functions and for smokers. No gazebo will be constructed strictly to provide shelter for smokers, all must have as their main function support of squadron functions in general. Gazebos or portions thereof will not be designated “no smoking” areas.

**Section 6.** Whenever tobacco cessation classes are offered to the McConnell AFB community, civilian employees may attend. If held during duty hours, civilian employees may attend on duty time if coordinated with immediate supervisor and if workload permits.

**Section 7.** Employer and Union agree that it is in the best interest of non-smokers to establish a smoking policy that reduces or eliminates exposure to second hand smoke. Both parties acknowledge that any policy or change in policy that impacts employees’ ability to use tobacco at or near the work site is a working condition that must be negotiated before implementation. The Employer will ensure bargaining obligations are fulfilled and the Union agrees to bargain toward implementation of AFI 40-102, Tobacco Use in the Air Force.

## **ARTICLE 37 CHILD CARE SUBSIDIES**

**Section 1.** The Employer complies with Public Law 106-58, Section 643, published 14 Mar 00, which permits agencies to assist their lower income employees with the costs of child care, through the existing program which gives DoD civilian employees a priority for installation child care services and bases the costs of child care on each family’s gross annual income.

**Section 2.** In accordance with Air Force Instruction 34-248, Child Development Centers, Chapter 7, priorities established by the 22d Support Group commander for enrollment in the installation child care facility are: (1) active duty military families (two military parents) and active duty single parent families; (2) active duty military families (one military parent); (3) DoD civilians. (Lower priorities are reservists on active duty, reservists during inactive duty training, and DoD contractors.)

**Section 3.** Childcare fees are based on gross annual family income and are identical for military and civilian families in the same income bracket. Child care rates are subject to change and are established by Headquarters Air Mobility Command guidance issued each year.

**ARTICLE 38**  
**ALTERNATIVE DISPUTE RESOLUTION**

Section 1. Employer and Union agree that Alternative Dispute Resolution (ADR) is a valuable tool to promote a sound and stable labor/Management relations and develop and promote effective working relationships between supervisors and employees and among coworkers. Both parties are committed to resolving problems at the lowest possible level, whatever settlement method is utilized, and agree to work toward identification and correction of the problem, not at assigning responsibility and blame.

Section 2. Mediation will be the normal method of ADR for the bargaining unit employees. Subject to availability of training funds, Employer will identify and provide training for 8 base supervisors, 6 non-supervisors (mutually agreed upon by Management and Union), every EEO counselor, Union President, Chief Steward, and one additional bargaining unit employee or Union official of Union's choice. Training will be arranged within a reasonable period of time after this Memorandum of Agreement is implemented.

Section 3. The Employer agrees to negotiate with the Union and work together to develop a formal Alternative Dispute Resolution/Mediation Plan that will set forth procedures for requesting mediation and explain the mediation process and disposition of the complaint or problem.

Section 4. Mediation is voluntary by both supervisors and employees. If either party elects not to participate in the ADR process, or if process is not successful, the complainant may use the negotiated grievance procedures or other applicable appeal, grievance, or complaint procedure.

**ARTICLE 39**  
**DURATION, EFFECTIVE DATE AND CHANGES**

Section 1. The Agreement will become effective on the date of approval by higher headquarters and shall remain in effect for three years from the date it was signed by the parties. If either party desires to revise, supplement, or modify the Agreement, written notice must be given during the period between 105 and 60 days prior to the end of this three-year period, otherwise it will automatically be renewed for three additional years. It is understood that this Agreement will terminate at any time it is determined that the Union is no longer entitled to exclusive Recognition under the Civil Service Reform Act of 1978, or after such recognition has been relinquished. It is also understood that any supplements or amendments to this Agreement require the same approval as the basic Agreement, and these supplements and amendments will terminate at the same time as the basic Agreement.

Section 2. In the event it is found that portions of this Agreement are unworkable or defective, the Agreement may be opened for amendment by either party provided that any request for amendment for these reasons is submitted in writing and is accompanied by a summary of the basis for the request. Representatives of the Employer and the Union will meet within a reasonable time (not to exceed 30 calendar days), by mutual consent, to open the Agreement and negotiate the matter. Agreement shall be evidenced by written amendment duly executed by both parties.

Section 3. It is understood that amendments or supplementation of this Agreement may be necessary when required by law, rules, regulations, or policies issued by higher authority after the effective date of this Agreement. In this event, the parties will meet for the sole purpose of negotiating new language that will meet the requirements of such higher authority and no changes other than those required will be made. Such changes will become effective as outlined in Section 1 above.

Section 4. The number of amendments and supplements to this Agreement will be kept to a minimum. Excluding mandatory changes, not more than one supplement or amendment may be negotiated within any 12-month period.

Section 5. It is agreed that when a written notice to revise, supplement, or modify this Agreement is submitted by either party, this Agreement will remain in effect for 90 calendar days following the expiration date of the Agreement, the commencement of negotiations, or the return of a decision from the Federal Impasses Panel on a dispute, whichever is later.

Section 6. The Employer agrees that until a valid, timely challenge has been presented and rules governing campaigning established, it shall not give assistance to nonemployee representatives of any other labor organization by giving permission to use meeting rooms, to distribute literature, to solicit membership on the Employer's premises, or to use the bulletin boards located in the units of recognition covered by this Agreement.

Section 7. The provisions of this Agreement shall govern where there is a conflict with policies and regulations originated and established by the Employer.

Section 8. The position title "commander" or "installation commander" as used in this agreement is synonymous with the title, "Commander, 22d Air Refueling Wing."

Signed this 20th day of February 2002 at McConnell Air Force Base.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
//s//  
MICHAEL F. RAY, President  
AFGE Local 1737

\_\_\_\_\_  
//s//  
RONALD R. LADNIER, Colonel, USAF  
Commander, 22d Air Refueling Wing  
McConnell AFB, Kansas

\* Agency approval on file in the CPF.

## WEINGARTEN RIGHTS

**Employees: If you are to be interviewed on any matter that could lead to discipline for you, STOP the interviewer and show him/her this notice:**

- If this discussion could in any way lead to my being disciplined or terminated or have any effect on my personal working conditions, I respectfully request that my Union representative, officer or Steward be present at this meeting. Without Union representation, I choose not to participate in this discussion.

**Supervisors: If you and/or other Management representatives are interviewing your employee in connection with an investigation and if the employee could reasonably believe that the examination may result in disciplinary action and the employee requests Union representation, your options are:**

- grant the request and notify the Union in advance that a meeting to examine a bargaining unit employee will be held, and, if the Union elects to attend, allow the Union to make relevant comments;
- discontinue the interview and rely on evidence already available or which might be obtained by other means; or
- offer the employee a clear choice to:
  - continue the interview without representation, or
  - have no interview.

## QUICK REFERENCE

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