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PREAMBLE

SECTION 1. This Collective Bargaining Agreement (CBA), hereinafter referred to as the Agreement, is executed pursuant to the exclusive recognition of the National Association of Government Employees, Local R4-106, hereinafter referred to as the Union, at Langley Air Force Base, Virginia, hereinafter referred to as the Employer.

SECTION 2. Whereas the efficient administration of the Government and the well-being of employees require that orderly and constructive relationships be maintained between the parties hereto; and

SECTION 3. Whereas subject to law and the paramount requirements of the public service, employee-management relations should be improved by providing employees an opportunity, for participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.

SECTION 4. The Employer agrees to inform employees of their rights, and to ascertain that no interference, restraint, coercion, or discrimination is practiced by any management or supervisory official to encourage or discourage membership.

ARTICLE 1

UNION RECOGNITION AND UNIT DESIGNATION

SECTION 1. Per governing directives the Employer recognizes the Union as the exclusive bargaining representative for:

SECTION 2. Unit one (1): Included: All nonprofessional GS and WG Air Force employees serviced by the Civilian Personnel Flight, Langley AFB, Virginia. Excluded: All professional GS employees, managerial officials, employees engaged in personnel work of other than a purely clerical nature, confidential employees, nonappropriated fund employees, supervisors, and those temporary employees whose appointment is for ninety (90) days or less.

SECTION 3. Unit two (2): Included: All professional GS employees serviced by the Civilian Personnel Flight, Langley AFB, Virginia. Excluded: All nonprofessional GS and WG employees serviced by the Civilian Personnel Flight, Langley AFB, managerial officials, employees engaged in personnel work in other than a purely clerical nature, confidential employees and guards and supervisors as defined in Section 7103 of Title VII, Public Law 95-454, Commissary employees, firefighters, and temporary employees with appointments of ninety (90) days or less with no prospect of continuous employment.

ARTICLE 2

PROVISIONS OF LAWS AND REGULATIONS

SECTION 1. It is agreed and understood by the Employer and the Union that in the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws and regulations. The Employer will provide the Union/employees electronic access to all available DOD and Air Force regulations.

SECTION 2. The fact that the Union agrees to published agency policies and regulations in existence at the time the agreement is approved does not preclude the Union from requesting to meet and negotiate on any agency policy and regulation.

ARTICLE 3

DEFINITIONS

The following definitions shall apply to this Agreement:

a. **Collective Bargaining.** The performance of the mutual obligation of the Employer and the Union to meet at reasonable times and to consult and negotiate in a good faith effort to reach agreement with respect to conditions of employment affecting unit employees. This obligation does not compel either party to agree to a proposal or to make a concession.

b. **Condition of Employment.** Personnel policies, practices, and matters whether established by rule, regulation, or otherwise affecting working conditions as defined by law.

c. **Consultation.** Dialogue either oral or written, between the Employer and the Union, which, unlike negotiation, does not require mutual compromise. The purpose of Consultation is to provide the Union an opportunity to express its views and offer recommendations for consideration by the Employer.

d. **Negotiation.** Collective bargaining between the Employer and the Union with the objective of reaching formal written agreement with respect to conditions of employment.

e. **Grievance** means any complaint:

(1) by any unit employee concerning any matter relating to the employment of the employee;

(2) by the Union concerning any matter relating to employment of unit employees;

(3) by any unit employee, the Union or the Employer concerning:

(a) the effect or interpretation, or a claim of breach of this agreement; or

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

ARTICLE 4

EMPLOYER RIGHTS

SECTION 1. In the administration of all matters covered by the Agreement, officials and employees are governed by existing laws and regulations.

SECTION 2. Subject to Section 3 of this Article, the Employer retains the right in accordance with applicable laws:

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

SECTION 3. Nothing in this Article shall preclude the Employer and the Union from negotiating:

- a. At the election of the agency, on the numbers, types, and grades of the employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- b. Procedures which management officials will observe in exercising any authority under this Article; or,
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

SECTION 4. The Employer's designee for the purpose of administering this agreement and the Labor-Management Relations Program at Langley Air Force Base is the Civilian Personnel Officer or his or her designee. The Union shall address to him or her all queries concerning activity-wide personnel policies and practices and matters affecting working conditions. Except in case of emergency the Union shall afford him or her reasonable time, at least five (5) workdays, in which to meet and discuss their queries or furnish a written reply, as appropriate.

ARTICLE 5

EMPLOYEE RIGHTS

SECTION 1. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under law, such right includes the right -

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

(b) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under law.

SECTION 2. The Employer affirms the right of an employee to conduct their private life. Employees shall have the right to engage in outside activities and undertakings of their own choosing not in violation of laws and regulations.

SECTION 3. An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the agency in connection with an investigation if -

(a) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(b) the employee requests representation.

SECTION 4. The Employer shall annually inform its employees of their rights under paragraph (2)(B) of 5 U.S.C. 7114.

ARTICLE 6

UNION RIGHTS

SECTION 1. It is agreed that matters appropriate for negotiation between the parties shall include personnel policies and working conditions, including but not limited to such matters as safety, training, labor-management relations, employee services, methods of adjusting grievances, granting leave, promotion plans, demotion practices, pay practices, reduction-in-force practices and hours of work which are within the discretion of the head of the unit. These matters relate to policy determinations, not day-to-day operations. It is agreed that the fact that certain matters appropriate for negotiation have been excluded from this agreement does not relieve either party of its obligation to meet and confer on those not initially covered herein. The obligation to meet and confer does not include matters with respect to the Employer's mission, budget, organization, the number of employees, and the numbers, types, and grades of positions or employees assigned to an organizational unit, work project or tour of duty, the technology of performing its work or its internal security practices.

SECTION 2. The Employer agrees to consult or negotiate with the Union prior to making any changes in personnel policies, practices, and matters affecting working conditions that are within the authority of the Employer and are applicable to the unit. Unless an emergency situation arises (e.g., unavoidable deadlines or suspenses), the Employer will inform the Union in writing as soon as possible of changes, but no later than ten (10) workdays prior to any proposed effective date. The Union will furnish in writing any proposals or views to the Employer as soon as possible, but no later than ten (10) workdays after notification. When changes involve written materials, the Employer will furnish the Union one (1) copy of such proposed changes. In the event the Union submits no response within the ten (10) workday period, then as to that item the Union will have waived its right to consult and/or negotiate.

SECTION 3. A representative of the Union shall have the right to be present in any discussion of personnel management policy determinations between the Employer and an employee or employees represented in the unit. The right of the Union representative to be present during such discussions shall be subject to necessary requirements as to security and confidentiality of information. The right of the Union representative to be present does not apply to informal discussions between an employee and his or her immediate supervisor. (This restriction does not apply to an employee-initiated discussion concerning work policies and practices.) A representative of the Union shall be given the right to be present at formal discussions or meetings between management and employees or employee representatives concerning employee grievances, and at the appropriate time to make his or her views known. The Union shall be afforded a reasonable advance notice prior to all formal meetings.

SECTION 4. A representative of the Union shall be given the right to be present at an examination of a unit employee in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation. There is no duty for the Employer to give specific notice of this right to any employee except annually as required by Section 7114 of Title 5, USC. The employee's right to request this representation is limited to situations where the employee

reasonably believes the investigation may result in disciplinary action. The interview must be investigatory in nature, where the employee is called upon to explain or defend himself or herself. This right does not include the right of a Union representative to be present at all discussions between employees and Employers. Management is not required to proceed with the investigation once the employee makes known his or her request for representation, and may choose to complete the investigation from other sources. Management has no duty to bargain with the employee's representative. The representative is present only to assist the employee and may attempt to clarify the facts or suggest other employees who may have knowledge of them. Management retains the right of hearing only the employee's account of the matter under investigation.

SECTION 5. Internal Union business such as soliciting membership, collecting dues, electing officers, meetings, and distributing literature will be conducted during the nonduty hours of the employees involved and in nonwork areas.

SECTION 6. The representative of the Union for administration and implementation of this agreement will be the duly-elected or appointed President of the Union, or the person whom he or she designates in writing to act in his or her place. His or her receipt of acknowledgment of any notice or other communication from management shall be deemed to be a delivery to the Union.

SECTION 7. The Union will be granted one (1) voting member on any and all committees and panels affecting unit employees, except those that are involved in performing any of management rights as identified in Article 4.

ARTICLE 7

INFORMATION AND UNIT MEMBERSHIP LISTS

SECTION 1. Within ten (10) workdays of a written request by the Union, but not more than four (4) times a year, the Employer will furnish the Union a data file with the names, positions, titles, grades and duty stations of all employees in the bargaining unit. This information will be used in conjunction with the administration of this Agreement and for membership solicitation purposes.

SECTION 2. The Employer will furnish to the Union, upon request and, to the extent not prohibited by law, data

- a. which is normally maintained by the agency in the regular course of business,
- b. which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining, and
- c. which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

ARTICLE 8

UNION REPRESENTATION

SECTION 1. The Employer shall recognize the officers and stewards of the Union as officials whose duties are vital to the well-being of the employees at Langley Air Force Base. The Union will keep the Employer advised in writing or by electronic file of the names of its officers and stewards. A complete revised listing will be provided by the Union as changes occur. Management officials of the Employer will officially recognize only those Union representatives who have been appointed and reported in keeping with this Article. Management will work with the union to resolve issues at the lowest possible level. The total number of officers and stewards combined will not exceed two (2) percent of the unit.

SECTION 2. Official time means all time granted Union officials to perform representational functions, time spent serving on committees, and time authorized by 5 USC 7131.

SECTION 3. Reasonable official time may be granted to union officers and stewards as the mission permits. The Union President and one (1) other officer determined by the President and the executive board will be allowed reasonable official time up to sixty (60) percent of their duty time. Requests for official time will be submitted to the immediate supervisor or designee in writing and will include:

- a. The reason for the official time;
- b. The Union tracker number or unit represented;
- c. The date and hours for which official time is being requested; and
- d. The signature of the Union officer or steward requesting official time.

SECTION 4. The following procedure will be followed for granting official time for union representatives:

- a. Upon request for official time by a union representative, the supervisor or designee will determine if the mission permits time to be granted.
- b. If the supervisor or designee determines official time cannot be granted when requested, because of the mission or other commitments, the Union representative will be notified and an alternate time arranged.
- c. Every effort will be made to approve the official time when requested or as soon as possible thereafter.
- d. Official time will only be used by union representatives with the approval of the supervisor or designee.

e. The Union official/steward will report to the supervisor or designee when returning to the duty section from having used official time.

SECTION 5. Reasonable official time for representation duties may normally be approved in the following ranges:

a. Preparation for grievance meetings: one (1) to four (4) hours for first step and one (1) to two (2) hours for each additional step.

b. Preparation for binding arbitration hearings: two (2) to eight (8) hours;

c. Preparation for an oral reply meeting: one (1) to four (4) hours;

d. Preparation for adverse action hearing: two (2) to ten (10) hours;

e. Preparation for any other statutory appeal meeting and/or hearing: two (2) to ten (10) hours;

f. All time spent attending grievance meetings or hearings.

It is understood that these hours are suggested guidelines only, and may be adjusted according to the situation.

SECTION 6. In the interest of efficient conduct of Government business, and the economical use of Government time, and in order to draw a reasonable distinction between official and nonofficial activities, those activities concerned with organizing efforts and the internal management of the Union, including but not limited to the solicitation of memberships, collection of dues or other assessments, circulation of authorization cards or petitions, solicitation of signatures on dues withholding authorization, campaigning for Union office, and distribution of literature, may be conducted only during the nonwork time of the employees involved. Similarly, when the Union schedules membership meetings, internal elections, workshops on negotiating skills or techniques, local, state or national conventions or similar events wholly or partially within the scheduled working hours of employees, any employees attending or participating in such events shall do so in an annual leave or leave without pay status.

SECTION 7. The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against Union officials and stewards in the performance of duties related to their responsibilities as the exclusive representative for unit members.

SECTION 8. Representatives of the national office for NAGE will be allowed to visit the Installation on appropriate Union business at the approval of the Installation Commander or designee. Written/telephonic request for approval shall include name of visitors, date of visit, nature of business, and length of visit.

ARTICLE 9

ORIENTATION FOR NEW EMPLOYEES

SECTION 1. The Union will be afforded the opportunity to be represented at new employee orientation sessions.

SECTION 2. The Union's representative will be permitted not less than fifteen (15) minutes for the opportunity to:

- (a) advise bargaining unit employees of its existence;
- (b) describe the bargaining unit it represents;
- (c) provide the telephone number where Union representatives can be reached; and
- (d) respond to questions in the time allotted.

SECTION 3. The Union will advise the Civilian Personnel Officer of the name of the person designated to serve as its representative at new employee orientations. The Union may change its designee upon written notification to the Civilian Personnel Officer.

ARTICLE 10

UNION TRAINING SESSIONS

SECTION 1. Recognized officers and stewards of the Union will be excused without charge to leave in conjunction with attendance at training or briefings on subjects within the scope of the statute.

SECTION 2. Official time will be authorized for training sessions and briefings not to exceed one hundred sixty (160) total hours per calendar year for stewards and two hundred forty (240) total hours per calendar year for officers when requested in accordance with Section 3 of this Article.

SECTION 3. Requests for excused absence should be submitted to the Labor Relations Officer of the Civilian Personnel Flight at least ten (10) workdays in advance of any request for training. The request must include the name(s) of the officer(s)/steward(s), date, time, place of training or orientation session and the subject matter to be covered, a response will be provided to the Union by the Labor Relations Officer within seven (7) workdays of receipt of the request.

SECTION 4. The Union will be permitted to use available Employer-owned projectors, films, and training aids when conducting Union sponsored training sessions provided the training is of benefit to unit employees, the training will be held on the Employer's premises, and only unit employees who are qualified operators are permitted to operate the equipment loaned.

ARTICLE 11

MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

SECTION 1. Definitions. For the purpose of this Agreement and all amendments and supplements hereto, the following terms are defined.

a. **Mid-term Bargaining.** All negotiations which take place during the life of the Agreement concerning changes to conditions of employment not covered by the terms of this Agreement; or conditions of employment covered by the Agreement.

b. **Impact and Implementation Bargaining.** All negotiations regarding procedures Management will follow in implementing decisions resulting from the exercise of its reserved rights under Section 7106 of the Federal Service Labor-Management Relations Statute and appropriate arrangements for employees adversely affected by those decisions when such decisions concern change on conditions of employment.

SECTION 2. Procedure for Bargaining. This procedure is applicable to Mid-term and Impact and Implementation Bargaining as defined in Section 1 above.

a. The Employer shall notify the Union prior to the planned implementation of a proposed change to conditions of employment. The notice shall advise the Union of the reason for the change and the proposed effective date.

b. The Union shall have ten (10) workdays from the date of receipt of notification to request Bargaining and to forward written proposals to the Employer. Either party shall be granted an extension upon request.

c. If the Union does not request Bargaining within the time limit, the Employer may implement the proposed change(s). Unless a compelling need or unreasonable delay exists, management shall remain status quo until time limits are met or Impact and Implementation bargaining has been completed.

d. Upon timely request by the Union, Bargaining will commence within five (5) workdays, unless otherwise agreed upon by the Parties.

e. The Employer shall have ten (10) workdays from the date of receipt of Union initiated proposed change to conditions of employment to forward written proposals to the Union. Bargaining will commence within five (5) workdays, unless otherwise agreed upon by the parties.

SECTION 3. Section 1 and 2 of this Article do not preclude the Union from presenting its views and having them considered prior to the implementation of a negotiable or nonnegotiable condition of employment provided the comments are received within the prescribed time limits.

ARTICLE 12

UNION-MANAGEMENT MEETINGS

SECTION 1. Union representatives shall be permitted to meet with appropriate management officials of the Employer on subjects of general interest of employees.

SECTION 2. Union representative(s) desiring to meet with management official(s) within their immediate organization on subjects of general interest to employees shall orally inform his/her immediate supervisor of the name of the official with whom he desires to meet.

SECTION 3. Earnest attempts shall be made to satisfactorily resolve appropriate matters of general interest to employees at the lowest level possible.

SECTION 4. Meetings between management officials and Union representatives shall be accomplished orally, and minutes or other official record of such meeting are not required, unless mutually agreed upon.

SECTION 5. The Wing Commander, or designee, shall hold a meeting once each month with the Union President, or designee and two (2) individuals of the Union's choice to discuss items of general interest to employees. Requests for more Union representatives are subject to mutual agreement and will be submitted with agenda items. When it is mutually agreed a meeting is not necessary, the meeting shall not be held.

SECTION 6. At least five (5) workdays prior to any regularly scheduled or special meeting, the Union Representatives and the Wing Commander, or designee, shall exchange an agenda briefly describing those items they desire to discuss at the meeting. Matters not on the agenda may be discussed by mutual agreement.

SECTION 7. The procedures set forth in this Article shall not be used in lieu of available grievance or appeal procedures.

ARTICLE 13

HOURS OF WORK AND BASIC WORKWEEK

SECTION 1. The administrative workweek is established as the seven (7) day calendar week beginning at 0001 Sunday and ending at 2400 Saturday. The basic workweek will normally consist of five (5) eight-hour days (except for employees working alternative work schedules), Monday through Friday. Normally, the days off in the basic workweek will be consecutive. The Employer will consider requests from employees for other than consecutive days off.

SECTION 2. When manning irregular shifts, assignments will be made based on the Employer's determination of qualifications for skills required. The Employer will first request qualified volunteers. When there is more than one (1) qualified volunteer who wants a certain shift and the Employer does not have a work related reason to break the tie, the Employer will assign the volunteer with the highest seniority using Service Computation Date (SCD) for leave purposes. When volunteers are insufficient to meet the Employer's requirements, and the Employer does not have a work related reason for assigning a specific employee, the Employer will assign the qualified employee with the lowest seniority using Service Computation Date (SCD) for leave purposes. When the Employer determines rotating shifts are necessary, a reasonable effort will be made to equitably rotate shift assignments among qualified employees and not give preference to the same employees for assignments involving pay differential.

SECTION 3. Normally a thirty (30) to sixty (60) minute lunch period will be granted at approximately the middle of the workday for those employees working a regular tour of duty. The Employer agrees that when employees are required to work during the normal lunch period they shall be granted a lunch period equal in length to the normally designated lunch period. When a normal lunch period is not feasible in a shift, a twenty (20)-minute lunch period will be permitted and considered as time worked for which compensation is allowed, provided that in such cases the lunch period must be spent in close proximity to the employees work areas and they shall be required to perform their usual duties during the lunch break.

SECTION 4. Short rest periods not exceeding fifteen (15) minutes in duration during each four (4) hours of continuous work will normally be granted in accordance with applicable laws and regulations. The Employer reserves the right to deny employees, who normally receive rest periods, such periods, on a case-by-case basis, when the mission requires.

SECTION 5. Where necessary due to the nature of work, the Employer will establish reasonable time, prior to the beginning of lunch periods and the end of the shift, for clean-up/personal hygiene.

SECTION 6. It is agreed that when employees in the unit are relieved from duty by the Employer during their regularly scheduled eight (8) hour tour of duty during their workweek due to the interruption or suspension of operations, they shall be paid for the eight (8) hours without any part of the day charged to their annual leave account. In cases of interrupted or suspended operations, employees will not be required to use annual leave unless so notified before the end of their shift immediately preceding the one in which they are to be placed on leave. In the event

such notification is not made on a scheduled workday, such notification shall be made at least twenty four (24) hours in advance. When a decision is reached to close all or part of the activity and an administrative order is issued to excuse employees from duty without charge to leave or loss of pay, such decision will be communicated to employees as expeditiously as possible.

SECTION 7. Whenever a change in the hours of a work shift currently in effect is under consideration, the Employer agrees to notify the Union of such a proposed change and give the Union an opportunity to impact bargain. When changes are to be made to an employee's tour of duty or hours of duty, a notice as far in advance as possible will be given to the employee unless an emergency situation arises. Due consideration shall be given an employee's request for tour or shift assignment and rotation.

SECTION 8. HOURS OF WORK (FIREFIGHTERS)

a. The firefighter's workweek will be a seventy two (72) hour, A-Shift/B-Shift platoon, seven-group system.

b. Actual work, consists of eight (8) hours of a twenty four (24) hour shift in the actual performance of duties to include but not limited to: standing roll call, inspection and maintenance of fire apparatus, tools and equipment, job related training, attending fire protection meetings, maintaining reports, preparing for and standing inspections, interior and exterior station cleanliness/housekeeping, and performing other job related duties assigned by the Employer.

c. After hours duties, consists of sixteen (16) hours of a twenty four (24) hour shift not performing actual work as described above. During this time, employees are free to eat, sleep, read, self-study, listen to radio, watch TV, participate in exercise programs or similar activities; but will perform mission requirements such as answering emergency calls, standby support for hot pit refueling and/or Integrated Combat Turn (ICT) functions, to include support to other organizations when the work is beyond the scheduled control of the fire department (e.g., hosing down pilots after their last flight). The Employer agrees to guard against scheduling of actual work under the control of the fire department during the employees' after-hours time, except for the cleaning of vehicles/equipment after an emergency response, required night-time training and work functions in support of military operations, and to ensure the safety of operations and/or readiness of the mission.

d. Except in an emergency, the Employer agrees to advise employees a minimum of two (2) full pay periods ahead of time of permanent group or shift transfers. The Employer reserves the right to make emergency station, group, or shift transfers of a temporary nature as necessary to sustain mission requirements with little or no notice.

e. Employees required to perform work beyond their regular tour of duty will be compensated by overtime pay or compensatory time in accordance with applicable rules and regulations.

SECTION 9. TRADING OF SHIFTS (FIREFIGHTERS). Firefighters will be allowed to “trade shifts” (substitute for one another on either shift) for personal reasons only when the following criteria are met:

- a. Requests shall normally be submitted a least two (2) shifts (48 hours) prior to the shift in question.
- b. The personnel wanting to trade will normally be of equal grade and certifications, subject to the Employer’s approval. (e.g., GS-7 for GS-7)
- c. Prior approval is received from both the Assistant Chief for Operations and the Station Captain of their shift, or their designees.
- d. All trades are recorded as compensatory time earned and used within the same pay period to ensure each employee works their one hundred forty four (144) hours per pay period.
- e. Trading shall be limited to one (1) shift within a single pay period.
- f. The trade will result in no any additional cost to the government.
- g. The trade complies with applicable regulations and laws.

ARTICLE 14

ALTERNATE WORK SCHEDULES (AWS)

SECTION 1. The negotiated alternate work schedule (AWS) program is LAFB Supplement 1 to AFI 36-807, Weekly and Daily Scheduling of Work and Holiday Observances. Forms for requesting an AWS can be found in this supplement.

SECTION 2. The Union will be notified when an employee's participation in AWS is involuntarily terminated.

ARTICLE 15

OVERTIME

SECTION 1. Except as otherwise provided by applicable laws and regulations or this agreement, overtime work is hours in a pay status in excess of eight (8) hours in a day or forty (40) hours in a workweek. In the case of employees using an alternative work schedule, overtime work is hours in a pay status in excess of the number of hours the employee was scheduled to work on that day or week. Overtime pay will be computed and paid in accordance with applicable laws and regulations.

SECTION 2. In the assignment of scheduled overtime, the Employer agrees to provide the employee notice as far in advance as practicable, at the minimum one (1) day, for readjustment of personal commitments. In cases of unscheduled overtime or emergency situations, it is recognized that little advance notice will be possible because of unforeseen mission requirements; however, the Employer will notify the employees as soon as the need for overtime is recognized. An employee will normally be relieved of an overtime assignment for personal reasons if there is another qualified employee willing to serve in his place. The hours of overtime declined will be considered as overtime hours worked for the purpose of determining the equity of overtime distribution.

SECTION 3. Consistent with required skills, overtime assignments shall be fairly and equitably distributed to all employees in their work unit. Employees in the work unit will be given first consideration for overtime assignments involving work they normally perform. Records of overtime worked shall be maintained and made available to the Union upon request.

SECTION 4. Irregular or occasional overtime work performed by an employee on a day when work was not scheduled for him/her, or for which he/she is required to return to his/her place of duty, is deemed at least two (2) hours in duration for the purpose of premium pay. When employees are required to work during the normal lunch period, they will be provided an alternate lunch period or be compensated in accordance with applicable laws and regulations.

SECTION 5. Employees who are required to work overtime, without prior notice in emergency cases, will be allowed to call their respective homes without cost to the employee.

SECTION 6. General Schedule (GS) unit employees whose basic rate of pay is at GS-10, Step 10 or below, and Federal Wage system (WS/WL/WG) employees shall have the option to elect compensatory time off in lieu of overtime pay, for overtime work. Employees whose basic rate of pay is above GS-10, Step 10, shall be required to work compensatory time unless they are advised by the Employer that they will receive overtime pay.

SECTION 7. Sufficient non-duty time to obtain food will normally be granted to employees working overtime in excess of two (2) hours of their regular shift. With the exception of emergencies, and in accordance with applicable laws and regulations, a fifteen (15) minute rest period shall be granted during each four (4) hours of overtime work.

SECTION 8. When the employees are loaned to a particular work area for the purpose of supplementing the work force of the work area on a continuing basis, and overtime is required of the employees of the work area, the employees loaned will be given equitable consideration for the overtime consistent with required skills. In any event, an employee who is not assigned to such work area will not be brought in and assigned to overtime to the exclusion of those employees already loaned to the work area provided that the normally assigned employees are available to accomplish the overtime.

ARTICLE 16

HOLIDAYS

SECTION 1. Employees are entitled to all holidays authorized by law or Executive Order.

SECTION 2. Employees shall receive their regular scheduled hours of pay at their regular hourly rate on all days defined as holidays that they are not required to work.

SECTION 3. Employees assigned to regularly scheduled night work are entitled to night differential pay in accordance with applicable laws and regulations on all days designated as holidays on which they are not required to work.

SECTION 4. All employees who work on a holiday during their regular shift shall receive holiday pay computed in accordance with applicable laws and regulations. Compensatory time cannot be earned on authorized holidays.

SECTION 5. Federal holidays will be observed as nonwork days except for those employees considered essential to carry out the Employer's mission.

SECTION 6. The Employer will make reasonable effort to grant religious compensatory time or annual leave to employees upon requests for any religious holiday associated with the religious faith of the employee.

ARTICLE 17

ANNUAL LEAVE

SECTION 1. The Union and the Employer agree that both the employee and the Employer share responsibility for effectively scheduling leave, and for avoiding, to the maximum extent possible, unplanned disruptions to the Employer's or employee's schedule.

SECTION 2. Employees earn and are granted annual leave in accordance with applicable laws and regulations. Annual leave will be charged in fifteen (15) minute increments at a minimum.

SECTION 3. No later than 30 January of each year, employees shall submit their projected leave for the upcoming year to their supervisor. As a minimum, this projection shall include all use or lose leave. The supervisor will consider all employees requests, discuss conflicts, and will fairly and equitably develop and approve the organization's leave schedule for the year, consistent with mission requirements. Management shall establish the organization's approved leave schedule by 15 February or as soon as possible. Each employee must submit a written leave request (e.g., Standard Form 71) and have approval for each specific leave request prior to taking projected leave. The Employer and the Union recognize that yearly leave projection is a "living document" that may need to change to accommodate the unforeseen circumstances in both the Employer's mission or manning, or the employee's personal situation. Before supervisors cancel previously scheduled leave they will normally consider the impact on the employee (e.g., financial loss due to lost deposits, the importance of the leave event to the employee, etc.), availability of other qualified employees to perform the mission and the criticality of the mission.

SECTION 4. Employees should request leave or changes to previously scheduled or approved leave as far in advance as possible to allow supervisors to effectively schedule the workload and accomplish the organization's mission. Supervisors should approve leave schedules and leave requests as far in advance as possible and avoid unnecessary schedule changes to provide employees with predictability in their personal lives.

SECTION 5. When the employee's request is submitted with sufficient advance notice and is consistent with mission and manpower requirements, the Employer agrees that the employee's request for annual leave should be granted.

SECTION 6. An employee unable to report for duty because of a personal emergency should request annual leave of the employee's supervisor or person designated to approve leave in the unit leave requesting procedure, as soon as possible, but no later than two (2) hours after the start of his/her regularly scheduled work shift, unless precluded by circumstances beyond the employee's control. This request will be for that day only unless otherwise requested. A request for annual leave for unforeseen emergency reasons may be approved as circumstances warrant. Upon return to work a written leave request may be required for the leave.

SECTION 7. Approval of leave is not to be presumed. It is the responsibility of the employee to ascertain that the request for leave has been approved.

SECTION 8. The Employer should act on a request for unplanned leave as soon as practical following submittal of the request and will inform the employee of the decision within one (1) duty day. If disapproved, the reason(s) for disapproval will be provided to the employee, in writing, on the written request.

SECTION 9. An employee may cancel previously approved annual leave and reschedule based on available dates.

SECTION 10. It is agreed that a reasonable effort will be made to not call back an employee from leave or cancel previously approved leave, unless mission requirements arise and no other qualified employee is available.

SECTION 11. The employee and Employer shall schedule leave in a manner consistent with good procedures that would preclude forfeiture of annual leave. When sickness, mission, or other factors exist that cause the unit employee to lose approved annual leave, it will be subject to regulations for restoration of annual leave. Any use or lose leave must be scheduled and approved prior to the beginning of the third pay period prior to the end of the leave year in order to be eligible for restoration of annual leave. The employee must submit a written request for restoration of annual leave.

ARTICLE 18

SICK LEAVE

SECTION 1. SICK LEAVE.

a. Employees have the right to make appointments for medical, dental, and optical examination or treatment. Absence for such examination or treatment shall be arranged in advance with the employee's supervisor or designee. Sick leave for such purposes shall be approved subject to the employee's submission of a properly completed application for leave.

b. Employees shall not be required to furnish a medical certificate to substantiate a request for approval of sick leave, unless such sick leave exceeds three (3) consecutive workdays. In cases where there is reason to believe an employee is abusing sick leave privileges, such a certificate must be filed within five (5) workdays. Employees suspected of abusing sick leave may be notified in writing of the requirement to provide to the supervisor a medical certificate signed by a licensed practicing physician for each future sick leave absence.

c. It is agreed that such cases requiring a medical certificate for such absence shall be reviewed by the Employer at the request of the employee or the Union with the approval of the employee involved, after a three (3) month period from the date of issuance. When the Employer determines that the restriction is no longer necessary, the employee shall be notified in writing.

d. It is further agreed that notice of questionable sick leave shall not be based on sick leave absences which have been validated with medical certificates, or for the day the employee has been sent home sick by the Employer.

e. Periods of absence on sick leave in excess of three (3) consecutive workdays must ordinarily be supported by a medical certificate to be filed within five (5) workdays after return to duty.

SECTION 2. ADVANCE SICK LEAVE. Upon individual written request, sick leave may be advanced to an employee not to exceed thirty (30) workdays duration at any time, in cases of serious illness or disability, in accordance with applicable existing rules and regulations. Requests other than written, may be accepted by the Employer when it is impracticable for the employee to submit a request in writing; however, the Employer may request a written request when it becomes practicable.

SECTION 3. FAMILY LEAVE. The Union and the Employer fully support the use of sick leave for family leave in accordance with applicable laws and regulations.

ARTICLE 19

LEAVE WITHOUT PAY

SECTION 1. Leave without pay shall be administered in accordance with applicable laws and regulations and may be approved/disapproved consistent with mission requirements and other appropriate considerations.

SECTION 2. An employee authorized leave without pay will retain benefits and rights (e.g., retirement and life insurance) as provided by applicable laws, and regulations.

SECTION 3. When a liberal leave policy is in effect, and leave is granted, leave without pay may be approved for employees who request leave for the period of time covered by the liberal leave policy.

ARTICLE 20

EXCUSED ABSENCES

SECTION 1. Blood Donations. The Air Force encourages its employees to volunteer as blood donors. An employee should be excused from work without charge to leave for the time necessary to donate blood or blood products, such as platelets or plasma, for recuperation following blood donation, and for necessary travel to and from the donation site. The maximum excusable time should not exceed four (4) hours, except in unusual cases. When the employee must travel a long distance or when unusual need for recuperation occurs, up to an additional four (4) hours may be authorized. This does not cover an employee who gives blood for the employee's own use or receives compensation for giving blood. Employees who volunteer but are rejected as donors for that visit must return to duty or elect paid leave.

SECTION 2. Unit employees will be excused, subject to mission requirements, to participate in interviews and written examinations conducted under the Employer's Merit Promotion Program, provided the interviews or examinations are conducted during regularly scheduled working hours.

SECTION 3. An employee will be excused for up to three workdays to make arrangements for or to attend the funeral of an immediate relative, as defined in appropriate regulations, who is killed in a combat zone or who is killed while deployed supporting a military operation.

SECTION 4. Unit employees called to emergency duty as members of the Civil Air Patrol or a similar organization will be excused, subject to mission requirements, for such duty up to five (5) working days per year.

SECTION 5. When exercising their right to vote, employees registered to vote may be granted excused time to 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 less excused time. If an employee's voting place is beyond normal commuting distance, the employee may be granted sufficient excused time to vote not to exceed a full day.

SECTION 6. Employees who can be spared without interference with essential agency operations and obligations may be excused to participate as a volunteer in emergency rescue or protective work during an emergency such as fire, accident, flood, or search operations (e.g., auxiliary policemen, paramedics, and volunteer firemen). This does not include employees performing rescue or guardsman duty as authorized for military leave under 5 USC 6323. Such participation will normally be limited to five (5) workdays per year. The employee will provide the Employer with evidence of the emergency.

SECTION 7. Employees will be granted time, subject to mission requirements, to participate in Wing, Squadron, Group, etc. functions without being charged leave, in a fair and equitable manner.

SECTION 8. Absence for Brief Periods or Tardiness. Unavoidable absences, brief periods of early dismissal, and brief periods of tardiness of less than one (1) hour may be excused by the supervisor or he/she may provide the employee opportunity to request approved leave, earned credit hours, or previously-earned compensatory time off. If the absence or tardiness is charged to annual leave, the charge is in multiples of one quarter ($\frac{1}{4}$) hour. If the leave charged exceeds the period of absence or tardiness, the employee is not required to work the additional time covered by the leave charge.

ARTICLE 21

COURT LEAVE

SECTION 1. In keeping with applicable laws and regulations, court leave shall be granted to an employee who is subpoenaed to act as a witness before a court in their official capacity or on behalf of the United States Government, a state or local Government or who is summoned to perform jury duty in any court of law. When an employee is called as such witness, or juror, he/she shall immediately notify his/her supervisor and submit a copy of the subpoena or summons. Upon completion of service, the employee shall submit written documentation of the times he/she served as a witness or juror.

SECTION 2. An employee properly summoned by a state or federal court to serve on a jury is under the jurisdiction and control of the court for the term of the jury service. An employee is expected to return to duty during periods when he/she is excused from jury duty unless this would be impractical. An employee excused or discharged by the court either for an indefinite period in excess of one (1) day or a substantial portion thereof, is not entitled to court leave, but must report to duty. If there are four (4) or more hours remaining in the employee's workday, exclusive of reasonable travel time, the employee shall report for duty.

SECTION 3. An employee will turn in to the Employer any monies paid by a state or local court as a fee for jury and witness service, unless the employee chooses to use annual leave or compensatory time for the time absent from duty. Monies paid to an employee characterized by a court as an expense reimbursement may be retained by the employee. Travel expenses for employees appearing as a witness on behalf of the United States government or District of Columbia government, or in their official capacity, will be offset to the extent paid by the court, authority, or party which caused the employee to be summoned.

ARTICLE 22

JOB DESCRIPTION AND CLASSIFICATION

SECTION 1. Employees will be furnished a copy of their position description or core document within thirty (30) calendar days of initially entering a position. An employee's supervisor shall discuss with the employee any major change he/she contemplates making to the employee's position description or core document before any changes are made. The statement "other duties as assigned" shall be to the maximum extent, consistent with mission requirements. Normally, employees shall be assigned work both appropriate to their job classification and grade level.

SECTION 2. The Employer shall make appropriate classification standards available for review by the employee or Union, upon request.

SECTION 3. An employee who believes his/her position description or core document is improperly written shall inform the Employer. The Employer shall, in turn, advise the employee of his/her appeal or grievance rights whichever is appropriate. An employee may file a position classification appeal requesting a change to his official pay category, title, series, or grade/level. Such appeals should be specific enough for the Employer to determine the basis for the appeal and the desired action. General Schedule employees may file an Agency appeal or appeal directly to the Office of Personnel Management. Federal Wage System employees must first file a classification appeal with the Agency. If dissatisfied with the Agency decision, the employee may further appeal to the Office of Personnel Management. A copy of classification appeal regulation will be made available to the employee upon request.

ARTICLE 23

DETAILS

SECTION 1. A detail is the temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to his/her regular duties at the end of the detail. An employee is considered detailed to a different position when he/she has been relieved of the responsibilities of his/her permanent position and is performing the full range of duties of the detail position. Details of employees will be kept within the shortest practicable time limits as set forth in this Agreement, applicable regulations and Office of Personnel Management guidance.

SECTION 2. The Employer recognizes the basic principles that an employee should be assigned to the duties of the position or rating in which he/she is employed. However, to meet temporary needs of the work program when necessary services cannot be obtained, details may be used.

SECTION 3. Supervisors are responsible for selecting employees for detail on an impartial basis; for informing employees of details, reasons, duties and estimated duration; for establishing proper controls to ensure that details are recorded and terminated on time; and that necessary extensions are requested.

SECTION 4. Details shall be distributed equitably among qualified employees with consideration being given to such factors as the character of the work, availability, organizational location of employees, and knowledge of the particular type of work involved. Details will not be given repeatedly to one (1) employee for the purpose of improperly advancing or damaging any employee's job opportunities.

SECTION 5. Details of more than ten (10), but less than thirty (30) days will be documented by the supervisor on the AF Form 971, Supervisor's Record of Employee. Details in excess of thirty (30) consecutive calendar days will be documented on a Personnel Action Request (PAR) and submitted to the Civilian Personnel Flight. When a detail exceeds thirty (30) consecutive days, the employee will request the supervisor to forward a record of the detail, signed by the supervisor, to the Civilian Personnel Flight for inclusion in the employee's Official Personnel File (OPF). Documentation of details that meet the criteria of applicable laws and regulations will be included in the employee's OPF. Nothing in this Article shall prevent the employee from submitting to the Civilian Personnel Flight in connection with an application for Merit Promotion, or at any other time, information that he/she believes has a bearing on his/her qualifications for future assignments.

ARTICLE 24

TEMPORARY PROMOTIONS

When there are employees eligible and available, a temporary promotion shall be used to meet a specific need, which will last for a limited period of thirty (30) days or more. Except for brief periods, an employee should not be detailed to perform work of a higher-grade level unless there are compelling reasons for doing so. Normally, an employee shall be given a temporary promotion instead of a detail. If a temporary promotion of more than one hundred twenty (120) days is made to a higher-grade position, which is subject to this agreement, or to a position with known promotion potential, it must be made under competitive promotion procedures. In accordance with governing directives, temporary promotions will not be effective before approval by the Air Force Personnel Center (AFPC) appointing officer.

ARTICLE 25

MERIT STAFFING

SECTION 1. Promotion of employees will be made on the basis of merit and qualifications, and in accordance with applicable laws and regulations. The order of consideration for filling unit vacancies will be in accordance with applicable laws and regulations. Nothing in this Article shall affect the authority of the Employer with respect to filling positions and to make selections for appointments from (a) among properly ranked and certified candidates for promotion; (b) any other appropriate source.

SECTION 2. When a permanent position in the unit becomes vacant and it is determined that it will be filled by merit promotion, the automated Promotion and Placement Referral System (PPRS) shall be the primary means of identifying candidates for the position, until such time as the Standard Automated Inventory and Referral System (STAIRS) is implemented. If employees are required to apply for consideration, the position will be announced on the Air Force Personnel Center (AFPC) Web site. For those vacancies that require an application (a) the announcement shall clearly state the minimum qualification requirements, whether written tests are required, and any special requirements for the position; (b) will be posted through the closing date, for a minimum of five (5) working days. Bargaining unit employees may register with AFPC to receive online notification of vacancy announcements.

SECTION 3. The Employer agrees that candidates will be evaluated in terms of skills, knowledges, abilities, and other appropriate factors required for the position being filled in accordance with job-related qualification requirements as reflected in the Promotion Evaluation Pattern (PEP). Ranking criteria shall not be tailored to fit a certain employee or applicant.

SECTION 4. Promotion certificates will usually have the names of up to ten (10) persons and not more than fifteen (15), if ties exist within a Progression Level Factor (absent sort priority processing) of the tenth certified employee. More than ten (10) names, but not to exceed fifteen (15), may be certified when competitors are tied for listing on the certificate. If, however, certification of all tied competitors would result in a promotion certificate of more than fifteen (15) names, ties are broken by the established sort priority order. The names on promotion certificates will be listed in alphabetical order. When declinations of certified employees have been verified, AFPC will furnish the Civilian Personnel Flight replacements for further consideration on a one-to-one basis.

SECTION 5. The Employer recognizes the importance of and the benefits to be derived from giving promotional opportunity to unit employees. Consequently, the initial area of consideration in Merit Promotion for all bargaining unit positions not specifically covered by a DOD or HQ USAF career management program, will be the minimum area, Langley AFB. There will be exceptions to Langley AFB being the initial area of consideration, when it is likely that few qualified applicants are available within the minimum area or when necessary to comply with other recruitment requirements, e.g., high grade and career programs, serviced positions located in other geographical areas, and Federal Equal Opportunity Recruitment Program (FEORP) except as required by law.

SECTION 6. A noncompetitive career promotion of an employee whose position has been reclassified to a higher grade or to a position with a higher representative rate because of the addition of duties and responsibilities will be made when it is determined that open competition is not warranted. The requirements of applicable laws and regulations must be met in order to except the promotion from competitive procedures. The following conditions must also be met:

a. There are no other employees in the unit supervised by the selecting official who are performing identical duties (at the same grade) to those performed by the employee prior to addition of the duties and responsibilities;

b. The employee continues to perform the same basic function(s) as were in the former position and the duties of the former position are administratively absorbed into the new position;

c. The addition of the duties and responsibilities does not result in an adverse impact on another encumbered position, such as abolishing the position or reducing the known promotion potential of another position; and,

d. The employee meets all qualification requirements for the position.

SECTION 7. An employee covered by a training agreement who was selected competitively or from an OPM register may be promoted upon completion of the following:

a. After compliance with appropriate directives regarding documentation of satisfactory completion of training.

b. Employee meets eligibility requirements for promotion and is performing duties of the higher grade and is recommended by immediate supervisor.

c. Verification by the classification specialist; and,

d. Compliance with any budget restrictions.

SECTION 8. Employees shall not be required to use leave to participate in tests or interviews held under the Employer's Merit Staffing Program.

SECTION 9. The Employer shall not use leave or medical records in rating candidates for promotion. All applicants shall be rated in accordance with the basis of rating stated in the vacancy announcement.

ARTICLE 26

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

SECTION 1. Both parties recognize the policy of the Government of the United States to provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, religion, creed, sex, national origin, age, mental or physical disability or lawful political or union affiliation and to promote the full realization of equal employment opportunity through a positive, continuing program in each agency except as otherwise provided by applicable laws and regulations.

SECTION 2. Any employee who has authority to take, direct others to take, recommend, or approve any personnel action, shall not with respect to such authority discriminate for or against any employee:

a. On the basis of race, color, religion, sex, or national origin, as prohibited under Section 717 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-16);

b. On the basis of age, as prohibited under Section 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. 631, 633a);

c. On the basis of sex, as prohibited under Section 6(d) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(d));

d. On the basis of handicapping condition, as prohibited under Section 501 of the Rehabilitation Act of 1973 (29 U.S.C. 791); or

e. On the basis of marital status or political affiliation, as prohibited under any law, rule, or regulation.

SECTION 3. Unit employees who feel they have been discriminated against have the right to discuss their complaint with an EEO Counselor and may file a formal complaint. In addition, the employee may choose to have a representative (e.g., friend, co-worker, Union, attorney) when filing an informal/formal complaint.

SECTION 4. The Union will be afforded the opportunity to have a Union representative on the Equal Employment Committee.

SECTION 5. Semiannual reports of Bargaining Unit Employee EEO complaints will be furnished to the Union.

ARTICLE 27

CIVILIAN EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. The Employer and the Union recognize the need to assist an employee whose job performance is adversely affected by medical, behavioral, and emotional problems resulting from drug or alcohol abuse. The Employer and the Union jointly recognize the importance of prevention and rehabilitation aspects of drug or alcohol abuse problems. The Union supports the Employer's Civilian Employee Assistance Program (CEAP) as a means for providing information, education, and other appropriate assistance or referral services for employees with drug or alcohol abuse problems; and to restore employee alcohol and drug abusers to effective duty. The unit employee shall be afforded Union representation upon request when referred for a mandatory interview under CEAP.

SECTION 2. The following principles are agreed on:

- a. Drug and alcohol abuse is a health problem, which can be diagnosed by medical authorities only. Supervisors must be able to describe the employee's behavior to the counseling staff, but should not attempt to diagnose or draw conclusions.
- b. Records of identity, diagnosis, prognosis, or treatment are privileged information, which may be disclosed only as outlined in Air Force and OPM directives.
- c. The Employer and the Union are concerned with an employee's use of alcohol only when it results in an employment-related problem and not with the employee's private decision to use alcoholic beverages when not on duty.
- d. The Employer and the Union are concerned with the employee's use of drugs when it results in an employment-related problem or involves illegal activity.

SECTION 3. An employee who voluntarily identifies himself/herself to the Employer or mental health clinic as having a drug or alcohol abuse problem shall be offered the opportunity for referral through the Employer's CEAP to rehabilitation programs in the local community. An employee who voluntarily identifies himself/herself will receive the same consideration and offer of assistance that is extended to other employees having illness or health problems.

SECTION 4. Disciplinary and/or adverse personnel actions for poor job performance or conduct related to problem drinking or other drug abuse shall be held in abeyance during the rehabilitation program for those employees who voluntarily identified themselves as alcohol or drug abusers, who are making satisfactory progress in an approved program, and who continue to improve job performance/conduct. Normal disciplinary/adverse actions may be instituted when improvement in job performance/conduct does not occur, or an employee is in a sensitive position in accordance with governing laws and directives.

SECTION 5. Unit employees will be granted accrued sick leave, annual leave, or leave without pay for treatment or rehabilitation of a drug or alcohol abuse problem in accordance with applicable laws and regulations.

ARTICLE 28

PERFORMANCE MANAGEMENT

Section 1. The appraisal period is 1 April through 31 March. The Performance Plan, AF Form 860, Civilian Performance Plan or AF Form 1003, Core Personnel Document (CPD), will be developed, certified, and discussed with the employee annually. This will be accomplished within the first month of the rating cycle.

Section 2. At least four (4) progress reviews of the employee's performance against all the elements of the performance plan will take place during the appraisal period, (three (3) during the rating cycle using AF Form 860B, and one (1) at the end of the rating cycle using the AF Form 860A).

Section 3. Performance plans shall spell out expectations for employees based on position requirements. They may be written as part of the CPD and may be tailored to meet mission needs.

Section 4. Team, Group, or Organizational Performance Elements. Team or group performance may be addressed in the following way:

a. Additional Performance Element. Team, group, or organizational performance may be included as a performance plan additional element.

b. Individual's Contribution to a Team. Performance plan critical elements may address the individual employee's contribution to a team or organization.

Section 5. Additional performance element means a dimension or aspect of individual, team, or organizational performance that is not a critical or non-critical element. Such elements are not used in assigning a summary level but, like critical and non-critical elements, are useful for purposes such as communicating performance expectations and serving as the basis for granting awards. Such elements may include, but are not limited to, objectives, goals, program plans, work plans, and other means of expressing expected performance (Note: The Air Force Performance Management Program does not include non-critical elements).

Section 6. Once the plan is approved, the rating official shall discuss the plan with the employee. The employee's signature, where provided for, indicates only that the form has been received and discussed, and does not indicate an employee's agreement or disagreement with the document. An employee need not sign the acknowledgement of receipt until they have actually received a copy of the document

Section 7. When a rating official or employee is newly assigned, and at the beginning of each appraisal period, the performance plan will be reviewed and discussed.

Section 8. When an employee is temporarily assigned for one hundred twenty (120) days or more (for example, on detail or temporary promotion), the temporary rating official gives the

employee a written performance plan reflecting the temporary assignment as soon as possible, but no later than thirty (30) calendar days after entering the position.

Section 9. Appraising Performance Under Other Circumstances. In order to be assigned a rating of record, an employee must have performed in the official position for ninety (90) days or more during the appraisal period and be appraised against the elements of a performance plan. Employees such as those on long-term full-time training (LTFT), leave without pay-uniformed service (LWOP-US), or Intergovernmental Personnel Act (IPA) assignments must meet this criteria in order to be assigned a rating of record at the end of the appraisal period.

a. If an employee has not worked at least ninety (90) calendar days against an approved performance plan during the appraisal period, the appraisal period should be extended when feasible until the ninety (90) day requirement has been satisfied. When the ninety (90) day period ends, the rating should be prepared within thirty (30) days.

b. When it is not feasible to extend the appraisal period, for administrative purposes, extend the last rating of record and merit promotion factors for one (1) year (this is not a rating of record for RIF, appraisal rating type code is E).

c. If the employee's absence continues in subsequent years, an administrative rating of assumed Acceptable is assigned (this is not a rating of record for RIF, appraisal rating type code is F). In this circumstance, the rating and reviewing officials of record for the official position may retain the last promotion appraisal factor scores (as opposed to the assignment of "5s" after the first year). In the case of employees on LWOP-US, this applies for the length of the active duty tour or until the employee's restoration rights have expired, whichever occurs first.

d. In situations involving long-term training, managers may develop a performance plan related to the training. The plan could include critical elements related to achievement of specific training objectives.

Section 10. If an employee's performance becomes unacceptable in one (1) or more critical element(s) at any time during the rating cycle, the supervisor will issue an out of cycle rating on AF Form 860A and provide a copy to the employee.

a. The Employer will place the employee on a performance improvement plan (PIP) within forty (40) calendar days of the employee receiving an unacceptable rating. The PIP will provide the employee an opportunity period of at least ninety (90) calendar days to demonstrate an acceptable level of performance. The supervisor must help the employee improve performance during the opportunity period. Help may include closer supervision and counseling, personal demonstration, supervisory or peer coaching, frequent reporting, special assignments, and on-the-job training. Although not required, the supervisor may also order formal training for the employee.

b. When the employee alleges a medical condition is impairing his or her performance, the Employer will advise the employee to supply medical documentation of any medical condition that could be affecting work performance. The Employer will explain exactly what

documentation the employee needs to provide and allow the employee a reasonable amount of time to provide it.

Section 11. The Employer will provide the Union an annual count of:

a. The number of bargaining unit employees in each Flight/Division receiving an unacceptable rating.

b. The number of bargaining unit employees in each Flight/Division receiving a performance award.

Section 12. Management retains the right to determine if a unit employee receives a performance award. If a monetary award is granted, it will be payable as an amount not to exceed five (5) percent of the employee's basic salary. Awards will be distributed in a fair manner.

ARTICLE 29

INNOVATIVE DEVELOPMENT THROUGH EMPLOYEE AWARENESS (IDEA) PROGRAM

SECTION 1. The Employer and the Union support and encourage all employees to participate in the IDEA Program. All non-classified/confidential IDEAs shall be processed through the on-line internet IDEA program data system. Classified/confidential IDEAs must be processed manually through the IDEA Program Office. The Employer will make the appropriate form for manual processing available to employees through the on-line AF Forms Publication Library, unit point of contact (POC) or IDEA Office.

SECTION 2. It is agreed that every reasonable effort will be made to process IDEAs in an expeditious manner. Normally, IDEAs will be processed within twenty (20) days. Exceptions to this time frame may be required because of special situations such as a test period or referral to other outside authority for approval or review.

SECTION 3. The Employer and the Union will encourage employees to discuss prospective IDEAs with their unit POC, who will aid them in ensuring that the IDEA is sufficiently described for evaluation.

SECTION 4. An evaluator may discuss an IDEA with the employee if he/she believes doing so will aid him/her in the evaluation process.

SECTION 5. If approved for adoption, the Employer agrees to provide cash awards for IDEAs and/or inventions based upon applicable laws and regulations.

SECTION 6. The Employer shall provide an employee whose IDEA is not adopted or awarded a copy of the evaluation and written reasons for the disapproval.

ARTICLE 30

BOND DRIVES AND COMBINED FEDERAL CAMPAIGN

The Employer and the Union recognize that the installation is authorized to encourage participation in bond drives and to solicit funds under the Combined Federal Campaign depending largely on voluntary participation and contributions for successfully achieving their goals. Both the Union and the Employer agree to encourage employees as individual citizens and as members of a community to participate and contribute voluntarily to charitable organizations as a part of their personal responsibilities as citizens. To this end, the Employer agrees that:

- a. Approved bond and fund raising drives will be conducted in keeping with the principles of true and voluntary participation and giving; and
- b. Coercion, overt or implicit, shall not be practiced by personnel appointed as solicitors or by Management personnel.

ARTICLE 31

SAFETY, TOOLS AND EQUIPMENT

SECTION 1. The Employer shall make every reasonable effort to provide and maintain safe working conditions. The Union shall cooperate in these efforts and encourage employees to work in a safe manner. The Union shall be afforded the opportunity to be a member of the Installation Occupational Safety and Health Council.

SECTION 2. In the course of performing their regularly assigned work, employees shall be alert to observe unsafe practices, equipment, and conditions, as well as environmental conditions, in their immediate area which they consider constitutes industrial health hazards. When an unsafe or unhealthy condition is observed, the employee shall report it to the appropriate supervisor for prompt correction. If the safety question is not settled by that supervisor, the Union may refer the matter to the organizational commander and/or Labor Relations Officer in the Civilian Personnel Flight.

SECTION 3. All safety issues shall be administered in accordance with applicable laws and regulations. Safety training shall be accomplished annually. Upon request, employees shall receive a copy of AF Form 55 documenting their training.

SECTION 4. The Union shall encourage all employees to report all accidents immediately, as required by existing regulations. The Employer shall require all supervisors to comply with current regulations and instructions concerning reporting of accidents and providing medical services to employees.

SECTION 5. The Employer shall furnish, or make available, suitable safety protection to those employees working in areas or occupations deemed hazardous by applicable laws and regulations. Safety protection items may include but are not limited to safety shoes, safety glasses, earplugs, eye shields, and/or goggles. Protective clothing (e.g. coveralls), determined by the Employer to be required to perform the job, will be furnished, or made available, to employees engaged in unusually dirty or hazardous work in accordance with applicable laws and regulations

SECTION 6. No employee shall be required to ride as a passenger on any vehicle unless it is equipped with safe seating arrangements.

SECTION 7. An employee shall not be assigned work that is to be performed in a manner clearly contrary to regulations.

SECTION 8. The Employer agrees to provide or make available tools it determines necessary in the performance of assigned duties at no cost to the employee. Employees, in turn, are responsible for safeguarding and accounting for tools issued by the Employer, and for using provided tools only for assigned duties, and in accordance with generally accepted trade or craft practices. Employees should promptly report lost or broken tools to their supervisor and request replacements. The supervisor may require the employee to turn in the broken tool. When an

employee requests replacement of lost or broken tools, the Employer will promptly (normally within ten (10) workdays) replace lost or broken tools, still required in the performance of the employee's duties, to ensure there is no adverse impact on the mission or employee's ability to efficiently perform their assigned duties.

ARTICLE 32

REASONABLE ACCOMMODATION

SECTION 1. Reasonable accommodation will be determined and provided as soon as practical in accordance with applicable laws and regulations.

SECTION 2. Upon request, management will consider late reporting or excused absence for employees whose disabilities limit physical mobility and are affected by adverse weather conditions.

ARTICLE 33

ENVIRONMENTAL DIFFERENTIAL PAY

SECTION 1. It will be the policy of the Employer to eliminate or reduce, whenever possible, all hazards, physical hardships, and working conditions of an unusually severe nature. In those cases where corrective action does not practically eliminate the unusual severity of the hazards, physical hardships, and working conditions, the Employer will ensure that employees exposed to those conditions are properly compensated in keeping with appropriate regulations of higher authority. Practically eliminate means to reduce the exposure to a level consistent with accepted standards (e.g. AF Instructions, OSHA). If there is no accepted standard, practically eliminate requires the reduction of the exposure to a level equivalent to an employee working in an environment not covered by Appendix A of 5 CFR 550 or 532 (e.g., average industrial employee).

SECTION 2. Federal Wage Schedule (WG, WL) environmental differential pay and General Schedule (GS) hazardous duty or physical hardship pay shall be determined by applicable laws and regulations.

SECTION 3. The Union and the Employer agree that it is the responsibility of all personnel to report any hazards to appropriate authority (e.g., the line of supervision, Unit Safety Manager, or Safety Officer). When hazardous conditions (e.g., exposure to asbestos) are detected, management shall immediately take necessary action (e.g., eliminate, reduce, cease operations, and/or withdraw personnel). Notice of the hazard shall be posted in accordance with applicable laws and regulations.

ARTICLE 34

TRAVEL

SECTION 1. It is understood that employees may be required to perform temporary duty in order to satisfactorily accomplish the duties of their positions and the mission of the Employer. For purposes of this Agreement, travel assignments are defined as assignments requiring absence from the permanent duty station, either inside or outside the area of the permanent duty station. When selected for temporary duty, the employee may request to be excused from such assignment and the request may be granted on a case-by-case basis by the Employer when other qualified employees are available for assignment.

SECTION 2. Except under unusual circumstances, the Employer shall issue travel orders, when required, sufficiently in advance to permit the employee to obtain travel orders and tickets and to either draw advance travel pay or use the government issued credit card to withdraw cash from an automated teller machine during working hours prior to the scheduled day of departure.

SECTION 3. Employees on official travel for the Government will be paid appropriate per diem, subsistence allowance, and/or travel allowance in accordance with applicable rules and regulations. Employees, upon request and time permitting, will be entitled to a travel advance not to exceed the maximum amount allowed pursuant to applicable laws and government-wide regulations.

SECTION 4. To the maximum extent practicable, the Employer agrees to schedule the time to be spent by employee of the Unit in a travel status away from his/her official duty station within the employee's regularly scheduled duty hours. Travel outside normal duty hours will not be compensated unless it is deemed appropriate in accordance with governing directives.

SECTION 5. Consistent with the performance of the required mission and availability of more reasonable schedules, the Employer will avoid, when possible, scheduling employees to use a carrier which requires boarding or leaving the carrier at unreasonable hours, as defined in governing directives.

SECTION 6. In accordance with governing directives, employees shall use Government provided quarters when they are a condition of the TDY assignment. When Government quarters are available but not a condition of the TDY assignment, the employee will not be required to use Government quarters. However, if Government quarters are available and the employee elects to use commercial quarters, the employee will be entitled to compensation for quarters as provided for by law or regulation.

SECTION 7. The Employer will make every reasonable effort to expedite reimbursement of allowable travel expenses.

ARTICLE 35

EMPLOYEE TRAINING AND DEVELOPMENT

SECTION 1. The Employer and the Union agree that the training and development of employees are mutually beneficial. The Union may make recommendations to the Employer relative to the training of employees.

SECTION 2. The Union shall be provided a copy of locally funded on-site training courses projected for the year. Upon request, the Union shall be provided the annual list of training coordinators.

SECTION 3. The Employer will establish training programs in accordance with applicable laws and regulations to increase efficiency and effectiveness of government operations.

SECTION 4. On-the-job and/or formal training will be provided as necessary to assist the employee in meeting the requirements of his/her position.

SECTION 5. If an employee selected for training advises that he/she does not desire the training, the Employer will consider a qualified substitute unless such training is determined to be necessary for the employee selected. In cases of hardship, training may be postponed or a substitution made. The Employer will make every reasonable effort to accommodate the hardship. However, the Union recognizes that cases will arise where the employee would be required to attend the training.

SECTION 6. Each employee shall receive equal consideration to participate in training consistent with his/her qualification, work experience, and present job assignments.

SECTION 7. When training is given primarily to prepare employees for promotion (that is, an employee is not eligible for promotion unless he/she has completed the training), selection for the training is made under competitive promotion procedures.

SECTION 8. Career counseling opportunities shall be publicized to ensure interested employees are aware of self-development opportunities. All employees shall be allowed to request career counseling. The counselor and the employee shall discuss what training he/she may need to be selected for career progression.

SECTION 9. Computer training shall be made available for all employees that have access to a computer in the work place. The Employer shall provide training necessitated by changes to Position Descriptions or Core Documents.

ARTICLE 36

EMPLOYEE FACILITIES

SECTION 1. Unit employees will be provided parking near to their work area.

SECTION 2. Unit employees handicapped as defined in applicable laws and regulations will be provided parking space in close proximity to their working areas.

SECTION 3. Employees temporarily handicapped to the extent that walking to and from the parking lot would create an undue hardship as determined by a medical official will be provided a parking space in close proximity to their working areas.

SECTION 4. The Employer will maintain adequate lighting, heating, and cleanliness in work areas, rest rooms, and facilities.

ARTICLE 37

SUPERVISOR'S EMPLOYEE WORK FOLDER/PERSONNEL RECORDS

The Supervisor's Employee Work Folder is the supervisor's record of each assigned employee. Upon employee request, the Supervisor's Employee Work Folder will be made available for review/copies normally within four (4) hours. The employee may request in writing, to have a union representative review the Supervisor's Employee Work Folder.

ARTICLE 38

ADVERSE WEATHER

SECTION 1. When the Employer determines that work must be curtailed due to adverse weather conditions, Unit employees whose services are not required will be excused without charge to leave or loss of pay.

SECTION 2. When work is curtailed during normal working hours due to adverse weather conditions, Unit employees involved will be promptly notified.

SECTION 3. When work is curtailed prior to normal duty hours due to adverse weather conditions, local radio stations will be notified as promptly as possible. Unit employees shall report for work unless announcement is made to the contrary.

SECTION 4. The Employer will inform the Union President of curtailment of operations due to adverse weather conditions that occur during working hours affecting Unit employees.

ARTICLE 39

REDUCTION-IN-FORCE

SECTION 1. Reduction-in-force (RIF) as used herein is defined as the Employer's action to reduce the number of occupied positions within the unit requiring the use of RIF procedures set forth in applicable regulations to implement such actions. The Employer shall notify the Union when it is determined that a RIF is necessary. The Union may make its views and recommendations known concerning the RIF. Prior to the issuance of official notice to the employees involved in a RIF action, the Employer shall notify the Union of the positions affected, the approximate date when personnel actions will be initially effected, and the reasons for the RIF. The Union agrees not to divulge the contents of the plan until the Employer has issued official notice to the employees affected. The Employer shall advise the Union in writing of the change in status as changes occur during the RIF process.

SECTION 2. All RIFs will be executed in strict compliance with applicable laws and regulations.

SECTION 3. In the event a RIF is implemented, the affected employee and, if desired, his/her designated Union representative shall be given the opportunity to review a copy of the retention registers relative to RIF actions affecting the employee.

SECTION 4. An employee demoted without personal cause, that is, without misconduct or inefficiency on the part of the employee and not at his/her request, is entitled to priority consideration for repromotion in accordance with applicable laws and regulations. Repromotion is not guaranteed. However, when a vacancy occurs at the employee's former grade and pay plan, or any intervening grade for which he/she is qualified, he/she shall be considered for repromotion. Consideration of an employee eligible for repromotion under these conditions must precede efforts to fill the vacancy by other means including competitive procedures.

SECTION 5. The Employer will provide the Union a copy of the RIF retention registers sanitized in accordance with applicable laws and regulations.

SECTION 6. Upon request, the Union will be furnished the name, series, duty location, and grade of all affected unit employees.

SECTION 7. A copy of all notice letters will, upon request, be furnished to the Union.

SECTION 8. A Union representative will be given the opportunity to be present in all meetings where RIF letters are issued.

ARTICLE 40

DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1. Disciplinary actions are actions taken by the Employer to correct an employee's delinquency or misconduct. Included are oral admonishments, letters of reprimand, suspensions, removals and, in some cases, reductions in grade or pay. Reduction in grade or pay, removal, suspension of more than fourteen (14) days or furlough for thirty (30) days or less are also adverse actions.

SECTION 2. Discipline and adverse actions will be handled IAW governing directives. The basic procedures and rights of employees, as described in governing directives, will apply in handling disciplinary actions. The Employer assures that like penalties will be imposed for like offenses for similarly situated employees, and agrees that discipline will be administered in a fair and impartial manner, taken for just cause, and be constructive in nature. Disciplinary action will normally be initiated within thirty (30) calendar days after the Employer becomes aware of and can act on the offense.

SECTION 3. Any notation which reflects negatively on the employee will be annotated on a continuation sheet attached to the AF Form 971 and will be discussed with the employee, and will be destroyed as appropriate. Copies of annotations will be provided upon request.

SECTION 4. Any employee, against whom a suspension of fourteen (14) calendar days or less is proposed, is entitled to seven (7) calendar days advance written notice. Any employee, against whom any other adverse action is proposed, is entitled to thirty (30) calendar days advance written notice. The notice shall state the specific reasons for the proposed action. When management has reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, a shorter notice period may apply.

SECTION 5. The employee will receive the final decision, in writing, within the earliest practicable date from the written and/or oral reply to the proposal. The Employer shall make employees available for interviews and affidavits at hearings when requested by the Merit System Protection Board or arbitration.

ARTICLE 41

GRIEVANCE PROCEDURES

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

SECTION 2. A grievance means any complaint:

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any employee; or
- c. By any employee, the Union, or the Employer concerning
 - (1) The effect or interpretation or a claim of breach, of collective bargaining agreement;
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;

SECTION 3. The following are excluded from coverage of this grievance procedure:

- a. Any claimed violation relating to prohibited political activities;
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal under Section 7532 of this title (Title 5, U.S.C.);
- d. Any examination, certification, or appointment;
- e. The classification of any position which does not result in the reduction in grade or pay of any employee;
- f. Nonselection for promotion from a group of properly ranked and certified candidates;
- g. Nonadoption of an IDEA submission;
- h. Disapproval of quality salary increase, performance award, or other kind of discretionary or honorary award;
- i. A proposed notice of any action which, if effected, would be covered by the grievance procedure;
- j. Separation actions for employee during the probationary period or during their first year of continuous service;

k. EEO Complaints;

l. Actions appealable to the Merit Systems Protection Board.

SECTION 4. This negotiated procedure shall be the exclusive procedure available to the Union and employees for resolving such grievances except as provided in Section 5 of this Article.

SECTION 5. STATUTORY APPEAL AND GRIEVANCE OPTIONS: Aggrieved employees affected by discrimination, removal or reduction in grade based on unacceptable performance or adverse action may raise the matter under a statutory appellate procedure. For the purposes of this section and pursuant to Section 7121(e)(1) of the Act, an employee shall be deemed to have exercised the 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.

SECTION 6. The Employer and the Union agree that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, or loyalty, or desirability to the organization.

SECTION 7. Alternative Dispute Resolution (ADR) techniques should be utilized to the maximum extent possible with the consent of the parties to the dispute. ADR reduces the time and costs of settling disputes and empowers deciding officials to resolve issues in controversy more creatively and expeditiously. ADR may be invoked at any stage of the grievance process and appropriate timeframes extended as agreed; however, it is most successful when initiated early or when the dispute is raised.

SECTION 8. Once a grievance has been accepted for processing under this Grievance Procedure, failure of the aggrieved employee or the Union to comply with any applicable time limit will terminate further consideration of the grievance except as otherwise provided herein. Failure of a management official of the Employer to comply with any applicable processing time limit will constitute a valid basis for the grievance to be promptly advanced to the next higher step of this Grievance Procedure. When circumstances warrant, the level of submission and the time limits for presentation may, by mutual agreement of the Labor Relations Officer, or designee, and the Union President, or designee, be waived. Written requests to change the level of submission or time limits will be supported by reasons for the change. Agreements will be written and concurred with by both parties.

SECTION 9. A grievance by the employee, Union or Employer shall be filed within fifteen (15) calendar days of the incident or learning of the incident being grieved except for extenuating circumstances such as an unavoidable or an authorized absence of the aggrieved. Should extenuating circumstances preclude adherence to the above stated time constraints written reasons will be submitted with the grievance.

SECTION 10.

STEP 1. An employee shall first take up his/her grievance orally with his/her immediate supervisor. The immediate supervisor shall make a reasonable effort to resolve the grievance and will respond within five (5) workdays from receipt of the grievance. The Union representative must be present if the employee so desires.

STEP 2. If the matter is not satisfactorily resolved, the employee or the Union representative may submit the matter, in writing, to the second level supervisor within five (5) workdays of the Step one (1) decision. The second level supervisor shall meet with the aggrieved employee and his/her Union representative within five (5) workdays to discuss the grievance. The second level supervisor will respond within ten (10) workdays from the discussion. As a minimum, the written grievance will contain:

- a. The grievant's name, duty assignment, work telephone number;
- b. The specific nature of the grievance;
- c. The date of the incident (or learning of the incident);
- d. If applicable, the specific article(s) and section(s) of this agreement, or specific regulation or instruction by chapter and section, alleged to have been violated;
- e. Supporting evidence and/or witnesses concerned, if applicable;
- f. The corrective action that is desired which must be personal to the grievant and;
- g. The name, address, and telephone number of the personal representative, if one is desired.

STEP 3. If the matter is not satisfactorily resolved, the employee or the Union representative may submit the matter, in writing, to the next level supervisor within five (5) workdays of the Step 2 decision. The next level supervisor shall meet with the aggrieved employee and his/her Union representative within five (5) workdays to discuss the grievance. The next level supervisor will respond within ten (10) workdays from the discussion.

STEP 4. If the matter is not settled at Step three (3) the employee or the Union representative, within ten (10) workdays forward the grievance to the Commander, 1st Support Group for further consideration. The Commander, 1st Support Group, or designee, will review the grievance and give the Union representative and the employee the written answer within ten (10) workdays after receipt of the grievance.

SECTION 11. For AFETS employees all the time limits, except for the initiation of the grievance (Step 1), will be doubled.

SECTION 12.

a. Grievances which may impact on more than one (1) employee may be submitted in writing by the Union President to the Commander, 1st Support Group, ATTN: Civilian Personnel Flight (1 MSS/DPCE). The Commander or designee will meet with the Union representative within ten (10) workdays after receipt of the grievance to discuss the grievance.

The Union will be provided a written answer within ten (10) workdays after the meeting. If the grievance is not settled by this method, the Union may refer the matter to arbitration.

b. If two (2) or more employees initiate identical grievances where the basis for the grievance and corrective action being sought are identical, the Union, if it has been designated the representative, will call the employees together and have them select one (1) of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other identical grievances.

SECTION 13. Grievances of the Employer against the Union within the purview of 5 USC, section 7103(a)(9)(c)(I)(II) will be processed in the following manner:

a. The Union President or designee will meet with the grieving management official within five (5) workdays after receipt of the grievance. The management official will be provided a written answer within five (5) workdays after the meeting.

b. If the grievance cannot be resolved the Commander, 1st Support Group, or designee, may make a written request for arbitration.

SECTION 14. Grievances not resolved through the provisions of this Article may be referred to arbitration by either the Union or Employer in keeping with Article 42, Arbitration.

ARTICLE 42

ARBITRATION PROCEDURES

SECTION 1. In the event a grievance processed through the negotiated grievance procedure is not satisfactorily settled, the matter may be submitted to arbitration. Arbitration may only be invoked by the Employer or the Union. Arbitration must be invoked within fifteen (15) workdays of receipt of a final decision.

SECTION 2.

a. Within ten (10) days of receipt of the request for arbitration, the parties shall separately or jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to act as arbitrators. The Employer will fund the FMCS fee to obtain a list of arbitrators. The parties shall meet the seven (7) workdays after receipt of the list of arbitrators unless delay is mutually agreed upon. The Union and the Employer will each strike out one (1) name from the list and shall the repeat the procedure. The remaining name shall be the selected arbitrator. A flip of the coin will decide which party strikes first. If the Union requests a transcript, all parties will receive a copy and the expense will be shared by the Union and the Employer.

b. In the alternative, the parties may jointly agree on an arbitrator without requesting a list from the FMCS.

SECTION 3. The Federal Mediation and Conciliation Service shall be empowered to make direct designation of an arbitrator to hear the case in the event:

- a. either party refuses to participate in the selection of an arbitrator, or ;
- b. upon inaction or undue delay on the part of either party.

SECTION 4. Grievability and arbitrability issues, if unresolved, will be handled as threshold issues at Arbitration.

SECTION 5. The fee and expense, if any, of the arbitrator shall be borne by the losing party. The Arbitrator shall determine the losing party. If there is a split decision in which neither party can be designated as the losing party, the costs shall be borne equally. The arbitration hearing will be held on the Employer's premise during the regular day shift hours of the basic workweek (Monday-Friday). All employee participation in the hearing shall be in a duty status, if otherwise scheduled to work on the day of arbitration.

SECTION 6. The Arbitrator will be requested to render his/her decision within thirty (30) days after the closing of the record. If both parties so agree, the dispute may be decided upon written submissions only.

SECTION 7. The Arbitrator's authority is limited to deciding only the issue or issue(s) raised in the formal grievance at Step 2. If the parties fail to agree on a joint stipulation of the issue(s) to be arbitrated, each may submit the issue(s) proposed for consideration to the Arbitrator. The Arbitrator shall then determine the issue(s) to be decided, subject to the limitations set forth above.

SECTION 8. Either the Union or the Employer may file exceptions to an arbitrator's award in accordance with law and regulation.

SECTION 9. An Arbitrator may set aside a disciplinary or non-disciplinary adverse action if the grievant alleges and the Arbitrator finds a harmful error in the procedures Management applied in taking the action. For the purposes of this agreement "Harmful Error" is defined as an error by Management in the application of its procedures, which, if corrected or alleviated, might have resulted in a different conclusion.

ARTICLE 43

UNION FACILITIES

SECTION 1. The Employer agrees to provide the Union, at no cost to the Union, the following facilities, materials, equipment, and services:

- a. Adequately spaced office of not less than 625 square feet including a private office
- b. Two (2) reserved parking spaces
- c. One (1) telephone with local off base access.
- d. Two (2) bookcases
- e. Two (2) desks with chairs
- f. Two (2) file cabinets
- g. One (1) meeting table with chairs
- h. One (1) copy machine
- i. Access to union office on a 24-hour-a-day basis
- j. Janitorial services as provided to management
- k. Two (2) LAN, internet, and e-mail capable computers with monitors (Includes that provided for in Article 45.)
- l. Two (2) printers (Includes that provided for in Article 45.)

SECTION 2.

a. Upon request of the Union, subject to availability, the Employer may attempt to provide equipment that may be in excess of the Employer's needs. The Union will sign for all loaned equipment.

b. Upon request of the Union, subject to availability, the Employer will attempt to provide access to meeting facilities, (e.g., base theater, Community Center, and library) at no cost to the Union or Employer.

SECTION 3. The Employer will provide standard customer support (e.g. Work Orders, trouble lines, etc.). Any replacement required due to misuse or abuse by the Union will be the responsibility of the Union.

ARTICLE 44

OFFICIAL COMMUNICATIONS

SECTION 1. The Union shall be allowed a total of 25% of the space on all the Employer's existing and future Bulletin Boards in areas where there are Unit employees, unless prohibited by applicable laws and regulations. The Union shall identify the allocated space on each such Bulletin board in four-inch blue letters as NAGE. The Employer will provide the Union with a web site (at no cost to the Union) for communicating with employees in accordance with applicable laws and regulations, subject to Management review and termination for misuse.

SECTION 2. All Union material, electronic or physical, which is posted or distributed or submitted for publication on the Employer's premises shall have the prior approval of the Union President; all costs of distribution and posting shall be borne by the Union. The Union shall be responsible for the content of all such material and shall assure that it does not violate any law or regulation, the security of the Employer's premises, or contain libelous or abusive language.

SECTION 3. The Union shall provide the Labor Relations Officer a copy of each piece of material it posts or distributes on the Employer's premises or the Employer provided intranet web site for review.

SECTION 4. Literature of another labor organization which is found displayed on any Bulletin Board or on a piece of Government property in the Unit will be removed.

ARTICLE 45

PUBLICATION AND DISTRIBUTION OF AGREEMENT

SECTION 1. The Employer will reproduce this Agreement and any Supplements or Amendments thereto and will furnish two hundred (200) copies to the Union.

SECTION 2. The Employer will provide a dedicated computer and printer to the Union for the use of Bargaining Unit Employees.

ARTICLE 46

CONTRACTING OUT

SECTION 1. The Employer retains the right to make determinations with respect to contracting out as provided in Section 7106 of the Civil Service Reform Act.

SECTION 2. As requirements are known, the Union will be notified when a function that includes bargaining unit employees is scheduled for review under the Commercial Activities Program. The Union shall be an advisory member of the Wing Competitive Sourcing Management Steering Group. The Union shall also be an advisory member of the ACC Competitive Sourcing Management Steering Group for studies that affect only bargaining unit employees.

SECTION 3. It is agreed that since it is to management's advantage that the Statement of Work (SOW) during commercial activity reviews be as accurate as possible the Union shall be provided a copy and given the opportunity to review the statement for thoroughness. Comments must be provided within thirty (30) calendar days after receipt and shall be carefully considered by Management. It must be noted that this provision applies only to commercial activity reviews affecting the bargaining unit.

SECTION 4. The Union shall be advised of all OMBC A-76 contracting out decisions affecting bargaining unit employees. The impact and implementation of contracting out decisions shall be negotiated at the request of the Union.

SECTION 5. When the Employer has the option of choosing between direct conversion and a full commercial activity study, the Employer shall consider the full commercial activity study.

ARTICLE 47

DUES WITHHOLDING

SECTION 1. A Unit employee may at any time voluntarily authorize an allotment from his/her pay to cover his/her regular and periodic dues for membership in the Union. An employee desiring to make an allotment for payment of Union dues must complete appropriate parts of a Standard Form 1187 and forward it to the Union President who shall complete Section A of the form and forward it through the Workforce Effectiveness Section to the Langley AFB Civilian Payroll Customer Service Office. Deductions for the allotment will begin to be made for the first complete biweekly pay period following the Langley AFB Civilian Payroll Customer Service Office receipt of the allotment form.

SECTION 2. The withholding of the dues as authorized by an allotment will not be made for an employee whose net pay after other legal and required deductions is not sufficient to cover the amount of the authorized allotment of dues.

SECTION 3. After the end of each period, the Defense Finance and Accounting Service will transfer the appropriate amount for that pay period to the Comptroller, Fiscal Office, National Association of Government Employees, 159 Burgin Parkway, Quincy, Massachusetts 02169-4213, by electronic funds transfer. The transfer will be accompanied by a list of the names of Union members in the unit who had dues withheld and the amount of each deduction made.

SECTION 4. The Union will not be charged any service fee for the deduction of Union membership dues.

SECTION 5. The amount of the dues to be withheld from an employee's pay must be certified to the Langley AFB Civilian Payroll Customer Service Office by the Union President. This amount will remain unchanged until the Union President certifies to the Langley AFB Civilian Payroll Customer Service Office that the amount of the regular dues has changed. The Defense Finance and Accounting Service shall begin to withhold the certified amount of the dues on the first complete pay period after receipt of the certification unless the Union requests a later effective date. Changes in the amount of the allotment by reason of changes in the amount of Union dues may not be made more frequently than twice each twelve (12) months.

SECTION 6. The Union will be responsible for purchasing the prescribed dues authorization form (Standard Form 1187), distributing it to its members, certifying to the amount of the dues, and informing and educating its members on the program for the allotment for dues and the uses and availability of the standard form.

SECTION 7. Allotments of all members of the Union will be automatically terminated if the Union loses Exclusive recognition or if this allotment agreement is suspended or terminated by an appropriate authority outside the Department of Defense. The termination will be effective at the beginning of the first pay period for which deductions are made after loss of recognition or after ordered suspension or termination of this allotment agreement.

SECTION 8. An allotment for an individual employee will be automatically terminated if the allotter leaves the Unit as a result of resignation, retirement, or other separation from the Employer's rolls; reassignment, promotion, or other personnel action; if this dues authorization agreement is suspended or terminated; or if the employee is suspended or expelled from the Union. This termination will be effective as of the date of the event, but when one of these actions occurs during a pay period, the allotment will be withheld from the employee's salary for that pay period.

SECTION 9. The Union President will notify the Langley AFB Civilian Payroll Customer Service Office in writing when a Unit employee on dues deduction is expelled, suspended, or ceases to be a member in good standing. Such notices will be forwarded to the Langley AFB Civilian Payroll Customer Service Office via the Workforce Effectiveness Section.

SECTION 10. An employee may at any time voluntarily revoke his allotment for payment of Union dues which shall become effective at the first pay period after 1 March of each year or one (1) year after the anniversary date of an employee's initial request for payroll withholding of Union dues. A request for withholding of Union dues may not be revoked by an employee for a period of one (1) year. A Unit employee must submit his/her request for revocation in writing using a Standard Form 1188, available from the Workforce Effectiveness Section, or in an individually written, dated and signed statement. Coordination of request must be signed off by Union President to certify the employee has met the one-year requirement prior to submission. Revocation forms must be sent to the Langley AFB Civilian Payroll Customer Service Office, via Workforce Effectiveness Section.

ARTICLE 48

UNFAIR LABOR PRACTICES

SECTION 1. The Employer and the Union agree that the resolution of complaints that arise under 5 USC 7116, Unfair Labor Practices (ULPs) should be handled informally and between the parties. In an effort to resolve such issues, it is agreed that the informal resolution period shall consist of fourteen (14) calendar days.

SECTION 2. If no informal resolution is reached during that time, the ULP may be forwarded to the Federal Labor Relations Authority (FLRA) in accordance with applicable law and regulations. It is recognized, however, that all time limitations prescribed in FLRA regulations concerning the filing of ULPs apply and are not otherwise affected by the informal resolution period.

SECTION 3. All informal complaints will be filed, in writing, to either the Employer, ATTN: Civilian Personnel Officer, the President of NAGE, Local R4-106, or the National Union Representative, concerned.

ARTICLE 49

DURATION OF AGREEMENT

Section 1. This Agreement will terminate three (3) years from the date of execution and will become effective upon the date of approval by higher headquarters, or on the 31st day after execution, if higher headquarters does not approve or disapprove the agreement within the thirty (30) day period. This Agreement will be automatically renewed for an additional one (1) year unless either party gives notice to the other, between the one hundred fifth (105th) and sixtieth (60th) calendar day prior to the termination of this Agreement, of their desire to terminate or modify this Agreement.

Section 2. Either party may reopen negotiations during the anniversary month of the duration of this Agreement. Notification of a desire to exercise this reopening clause must be given no later than thirty (30) days prior to the anniversary month. The only exception to this reopener would be a change or changes to the existing Agreement required as a result of a change in law or reopening by mutual consent of the parties.

Section 3. This Agreement will terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under Public Law 95-454. Any supplements or amendments to this Agreement require the same approval as the basic Agreement and these supplements or amendments will terminate at the same time as the basic Agreement.

Section 4. The present Agreement will remain in full force and effect during the renegotiating or reopening of the said Agreement and until such time as a new Agreement is consummated.

In Witness whereof, the parties have entered into this AGREEMENT on the _____ day of _____ 2001

FOR THE EMPLOYER:

FOR THE UNION:

Approved by the Department of Defense on October 10, 2001.

REQUEST AND APPROVAL FOR USE OF OFFICIAL TIME

1. NAME (<i>Last, First, Middle Initial</i>)	2. EMPLOYEE OR SOCIAL SECURITY NUMBER
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3. ORGANIZATION

4. REASON FOR OFFICIAL TIME <i>(Check appropriate box(es) below.)</i>		DATE	TIME REQUESTED		ACTUAL TIME USED		TOTAL HOURS
			From	To	From	To	
<input type="checkbox"/> BK - GRIEVANCE AND APPEALS	A.						
<input type="checkbox"/> BD - LABOR/MANAGEMENT RELATIONSHIP	B.						
<input type="checkbox"/> BA - NEGOTIATIONS	C.						

BK includes official time for employee representation functions in connection with grievances, arbitrations, adverse actions, EEO complaints, and other complaints and appellate procedures, but not ULP'S.

BD includes official time granted for representational functions in connection with all labor-management committees (general and specific), consultation, walk-around time for OSHA inspections, FLRA proceedings, labor relations training for union representatives, and formal and Weingarten-type meetings under 5 USC7114 (a)(2)(A) and (B).

BA includes time spent by union representatives who are employees of the activity in the negotiation of a contract with the activity, time spent renegotiating an existing agreement, and all other negotiations with management during the life of the contract, i.e. impact and implementation bargaining.

6. ISSUE AND UNION TRACKER NUMBER, COMMITTEE ATTENDED, OR ISSUE NEGOTIATED:

A.

B.

C.

7. CERTIFICATION: I hereby request official time as indicated above and certify that such official time is requested for the purpose(s) indicated. I understand that I must comply with my employing agency's procedures for requesting official time and that falsification of information on this form may be grounds for disciplinary action, including removal.

EMPLOYEE SIGNATURE	DATE
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8. OFFICIAL ACTION ON REQUEST: **APPROVED** **DISAPPROVED**
(If disapproved, give reason and indicate when employee can reschedule.)

SIGNATURE	DATE
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PRIVACY ACT STATEMENT

The primary use of this information is by management and your payroll office to approve and record your use of official time. Additional disclosures of the information may be: To a Federal, State, or local law enforcement agency when your agency becomes aware of a violation or possible violation of civil or criminal law; to a Federal agency when conducting an; to the Office of Personnel Management or the General Accounting Office when the information is required for evaluation of official time administration; or to the General Services Administration in connection with its responsibilities for records management.

Where the employee identification number is your Social Security Number, collection of this information is authorized by Executive Order 9397. Furnishing the information on this form, including your Social Security Number, is voluntary.