

AGREEMENT

BETWEEN

COMMANDER, 439 AIRLIFT WING

WESTOVER AIR RESERVE BASE, MASSACHUSETTS

AND

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS

LOCAL#556

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BETWEEN

COMMANDER, WESTOVER AIR RESERVE BASE

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS

LOCAL#556

PREAMBLE

Pursuant to the policy set forth in public Law 95-454, Title VII, Civil Service Reform Act and issued by the President of the United States, the following articles constitute an agreement by and between the Commander, 439 Airlift Wing, Westover Air Reserve Base, Massachusetts, hereinafter referred to as the Employer, and the International Brotherhood of Police Officers, Local 556, hereinafter referred to as the Union.

PURPOSE

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the well being of employees, within the meaning of Public Law 95-454, Title VII, Civil Service Reform Act (CSRA), to establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting other conditions of employment within the jurisdiction of the Commander, 439 Airlift Wing, Westover Air Reserve Base, and to provide means for amiable discussion and adjustment of matters of mutual interest at Westover Air Reserve Base, Massachusetts; and

WHEREAS, the Union agrees to support the Employer in efforts to eliminate waste, combat absenteeism, conserve materials and supplies, insure timely completion of work, improve the quality of workmanship, encourage participation in the Idea Program, prevent accidents, and promote good will among the parties and the local community as follows:

ARTICLE 1

RECOGNITION AND UNIT DESCRIPTION

Section 1. The Employer recognizes the Union as the exclusive representative of all employees in the Unit as defined in Section 2 of this Article.

Section 2. The Unit to which this agreement is applicable is composed of all non-supervisory general schedule guards assigned to the Security Forces Squadron which is comprised of Civilian Security Guards and Air Reserve Technician Security Guards. Excluded from this group are all supervisors and management officials as defined in Chapter 71 of Title 5 of the U.S. Code

Section 3. The Employer recognizes that the Union is the exclusive representative of all members in the above described Unit except those specifically excluded. The Employer recognizes all supplemental, subsidiary and incidental agreements authorized herein, on behalf of those members. The union recognizes its responsibility to represent the interests of all security guards in the Unit without discrimination and without regard to Union membership.

Section 4. The term employee(s) as used in this Agreement refers to "non-supervisory security guard(s)".

## ARTICLE 2

### RIGHTS AND OBLIGATIONS

Section 1. In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities, including policies set forth in the Air Force Instructions; by published agency policies and regulations in existence at the time the Agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities or authorized by the terms of a controlling agreement at the higher level. The employer agrees not to discriminate against any employee in the bargaining Unit for arbitrary or capricious reasons. The Union agrees not to support individual or group actions that are capricious and arbitrary in manner against the Employer.

Section 2. Management officials of the agency retain all rights accorded by applicable laws and regulations. This contract shall not be interpreted or construed to include any matters excluded from the obligation to negotiate or consult by the applicable provisions of Public Law 95-454.

Section 3. In accordance with Public Law 95-454, employees in the Unit have the right freely and without fear of penalty or reprisal to form, join, and assist a labor organization or to refrain from any such activity and each employee in the Unit shall be protected in the exercise of this right. The Employer will not encourage or discourage membership in a labor organization. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues thorough payroll deductions.

Section 4. The Union, as the exclusive representative of employees in the bargaining Unit, is entitled to act for and negotiate agreements covering all employees in the bargaining Unit. The Union is also responsible for representing the interests of all employees in the bargaining Unit without discrimination and without regard to labor organization membership. Union representatives performing a representational function who are at any meetings covered by this section shall be on official time, if otherwise in a duty status.

a. A representative of the Union normally shall have the right to be present in any discussion between one or more representatives of the employer and one or more employees in the bargaining unit or their representative concerning any grievance or any personnel policy or practices or other general condition of employment. 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 as required by law. The right of the Union representative to be present does not apply to informal discussion of personnel problems between an employee and immediate supervisor.

b. Union officers and stewards may leave their work areas during regular duty hours, for reasonable periods of time to perform necessary Union representational and consultation duties, subject to the following provisions:

(1) First obtain the supervisor's permission to leave, which will be granted, unless the work situation demands otherwise. The Union officer(s) or steward(s) will submit a Steward's Request Form (Appendix

A) to the supervisor for every absence from duty for official union representation/consultation purposes. Any valid request for absence for representational purposes will not be unreasonably denied.

(2) Provide the supervisor with a means of contacting the individual (e.g., phone number, location of meeting, etc.) if a need arises.

(3) At the time of return to the work site, immediately advise the supervisor of return to work and the amount of time used. The supervisor will record this on the Time and Attendance Card.

(4) "Reasonable" time as used in this contract shall not be construed in such a manner as to exceed any limitation which may be established by the Comptroller General of the United States. A one (1) hour time period would normally be considered reasonable time for most situations. For processing grievances, all representatives will be allowed one (1) hour for step 1, and forty-five (45) minutes each for all following steps.

Section 5. The Employer recognizes the right of representation by the officers and duly designated local representatives of the Union, and shall be kept advised in writing by the union of the names and titles of its officers and representatives at the local level. The Union will provide Management with a complete list of its local officials, including their shift assignment, twice each year at six-month intervals, If no changes have been made, a letter to that effect will be sufficient. In addition, the Union will notify the Civilian Personnel Officer, in writing, of any changes of its officials within one (1) week of the changes.

Section 6. The Employer recognizes the right of the Union to membership solicitation during nonduty time of both parties. Activities concerned with the internal management of the Union, such as, but not limited to, dues collection, or distribution of literature will not be conducted during working hours.

### ARTICLE3

#### MATTERS FOR CONSULTATION AND COOPERATION

Section 1. In the best interest of the Employer and Union, both parties agree to settle differences, including those concerning policies and grievances at the lowest possible level of authority. Both parties will therefore, first bring potential Unfair Labor Practice charges to the respective party informally. If the issue is not resolved, the parties will meet formally no later than two weeks from the informal meeting before filing a charge with the Authority. The Employer agrees not to change or implement personnel policies, practices, and matters affecting working conditions without prior consultation with the Union. These matters include, but are not limited to, safety, training, labor-management relations, granting of leave, pay practices, promotion plans and demotion practices. It is further agreed that these changes relate to policy and not day-to-day operations and individual dissatisfactions.

Section 2. A copy of all directive, Operational Instructions, bulletins etc., disseminated by the Security Forces Squadron will be provided to the union.

Section 3. Representatives of each party shall meet monthly to discuss matters of mutual concern.

### ARTICLE4

#### EQUAL EMPLOYMENT OPPORTUNITY

Section1. The Employer and the Union agree to cooperate in assuring Equal Employment Opportunity without regard to race, color, religion, sex, age, or national origin. The Employer and the Union will

cooperate in promoting and maintaining full realization of Equal Employment Opportunity through a positive, continuing program.

Section 2. The Union agrees to carry out and maintain policies and practices of membership and service which will assure equal treatment to all employees within the bargaining unit without regard to race, color, religion, sex, age, nation origin, or Union membership.

## ARTICLES

### BASIC WORKWEEK/SENIORITY

Section 1. For purposes of this Agreement, an employee's current continuous length of service within the Westover ARB Security Forces Squadron shall determine his/her seniority status. In a reduction-in-force situation, the employee's service computation date will apply in compliance with applicable laws and regulations.

Section 2. The Employer will establish shifts, hours of work and tours of duty.

Section 3. The basic work week is forty (40) hours and shall consist of five eight-hour days within the seven-day administrative workweek. The administrative workweek begins at 0001 hours Sunday and ends at 2400 hours the following Saturday. Work shifts which overlap the administrative workweek are considered to be in the workweek in which they begin.

Section 4. To cover 24 hours of operation seven (7) days a week, there are three (3) basic shifts established, identified as A, B, and C. Each shift is of eight (8) hours duration with a 20 minute on-the-job lunch period in which the employee maintains a response ability to emergency situations. To ensure continuity of operation, a regularly scheduled period of 30 minutes overtime per shift is authorized for duty performed. The exception is the scheduled armorer, they will be scheduled for 45 minutes of overtime on the day duty is performed as an armorer.

Section 5. Flight and shift assignments shall be determined by the employer. Employees shall bid in writing on their shift preference according to seniority. Shift reassignments will be accomplished whenever a vacancy is made available.

Section 6. While recognizing the Employer's right to determine assignment/reassignment to another shift, in the event the Employer determines a reassignment to another shift is necessary, the least senior employee on the shift shall be notified. Upon receipt of said notice, the employee may select reassignment to the remaining shifts based upon seniority.

Section 7. Work breaks from the immediate area will be in accordance with policy prescribed in AFR 40-610

Section 8. When the base is ordered closed by the Wing Commander, or a duly authorized representative, the provisions of AFR 40-630 will be implemented. In the event a bargaining unit member is unable to report for duty during an authorized base closure, despite a reasonable attempt to do so, he/she shall be granted administrative leave for the period of his/her absence. It is agreed that said unit member is required to provide adequate notice to his/her supervisor. The decision to grant administrative leave will be made by the Wing Commander.

Section 9. The Employer shall provide the Union with a seniority list in January of each year. In the event ties result due to the fact that some employees were assigned to the Security Forces Squadron on the same day, the tie will be broken by alphabetical use of the employee's last name.

## ARTICLE6

### OVERTIME

Section 1. The Employer has the right to determine overtime needs. Overtime will be distributed fairly and equitably among employees consistent with job, skill, and mission requirements. A correct record of the overtime will be maintained by the Employer for a minimum of one year. The Union may consult with Management when questions arise as to the equitable distribution of overtime. In the event of a grievance concerning overtime, the Union will be afforded the opportunity to examine overtime records relating to the grievance. Overtime in this section does not pertain to Regularly Scheduled Overtime (RSO).

Section 2. "For the purposes of this section overtime is divided into predicted and unpredicted.

a. Predicted shortage requiring overtime. The shift supervisor will solicit volunteers from personnel on break first to cover the 8 hour shortage. If no one volunteers, he will solicit volunteers from the next shift and so forth. If there are no volunteers to cover the entire 8 hour shift, the affected shift supervisor will notify the other two flights that overtime will be needed for his shift and on what day. The two other shift supervisors would then solicit volunteers from the scheduled employees for that day to work 4 hours of overtime to cover the short shift. If no one volunteers, mandatory overtime would be ordered by the on duty shift supervisor and or lead guard acting as shift supervisor.

b. Unpredicted shortages requiring overtime. The on duty shift supervisor will normally be made aware of the incoming flight's personnel shortage first. If time is available he will solicit volunteers by using the procedures outlined in paragraph a. If time does not allow for the entire 8 hours to be solicited the shift supervisor will ask for voluntary overtime to cover the first 4 hours. If there are no volunteers, he will order mandatory overtime from his shift to cover the first 4 hours. Then the shift supervisor will call the next person on the mandatory overtime list from the shift after the short shift to cover the last 4 hours. The last 4 hours will not be solicited for voluntary overtime.

c. Determining order in requesting overtime. As rosters for voluntary and mandatory overtime are stated, seniority will determine the calling order for overtime. For voluntary overtime, start with the most senior individual. For Mandatory overtime start with the most junior person. Once an individual has worked overtime. He/she would move to the bottom of the appropriate list to be asked or tasked for overtime.

d. Miscellaneous items. At least 2 hours must be worked to constitute mandatory overtime. The on duty shift supervisor or lead guard, when performing shift supervisor duties, will make all phone calls for mandatory overtime. Mandatory overtime will be documented two ways: the shift supervisor will annotate the overtime log and the desk sergeant will make a blotter entry. Personnel are divided into three groups for mandatory overtime considerations based upon position: shift supervisor/lead guard, controller, CSC/LED, and patrolman. Personnel may volunteer to work overtime for any position they are qualified for. Mandatory overtime will only be assigned within the required GS level/grade. Exceptions: GS-6 lead guards will be ordered for mandatory overtime for the shift supervisor's position. Personnel working overtime will not normally work more than 12 hours. Exception can be authorized by the CSF or SFO.

e. When an employee is called back to work for unscheduled overtime and that duty is terminated or canceled without prior notification to the employee, the employee will be compensated with two (2) hours call-back pay. Cancellation notification would be made two (2) hours before start of duty when possible. When an employee who has been scheduled for training reports for duty and that training is canceled, the employee will be assigned to a normal eight-hour tour of duty.

Section 3.

a. If all employees who are offered overtime decline, or if a sufficient number of employees to meet overtime requirements are not secured from volunteers, then the Employer may direct employees to perform overtime.

b. The mandatory overtime lists will be maintained by date of hire in Security Forces Squadron. Each shift will maintain its own list. Personnel will be listed by seniority from their date of hire in Security Forces Squadron, in descending order, junior to senior. Once the list is used, the person working in the mandatory capacity will be placed on the bottom of the list. This will ensure complete cycling of the list.

c. Employee can be directed to report for duty other than scheduled duty to meet emergency situations or special mission requirements. The same procedures outlined in b above will be used.

Section 4. All employees on medical limitations as certified by a medical statement will not be eligible for overtime within the meaning of this article, unless an emergency situation requires it.

Section 5.

a. All duty over eight (8) hours in a shift is overtime.

b. Paperwork arising during a shift will be completed during that shift as required by Management.

Section 6. Prior to construction being performed on base, if a contractor has a contractual obligation to provide security personnel, a member of the bargaining unit, while not on official time, along with management will meet with the contractor at the pre-construction meeting, and inform them that members of the bargaining unit are available to perform this function on their break/off duty time.

ARTICLE?

LEAVE AND HOLIDAYS

Section 1. Holidays - The observance of holidays and all policies pertaining to the requirement to work on holidays will be in accordance with AFIs and applicable laws.

a. If a legal holiday falls on an employee's scheduled day off, the holiday will be determined in accordance with the established schedule.

b. The holidays each year shall be those observed by the Federal government.

Section 2. Employees may be granted leave of absence without pay in accordance with applicable laws and regulations.

Section 3. The Employer agrees that the Union may designate employee members as representatives (elected or appointed to a Union office) or as delegates to any Union activity necessitating a leave of absence upon written request to the Employer by the Union, provided the work load permits.

Section 4. Employees in approved leave of absence pay status shall accrue all rights and privileges, in accordance with applicable regulations, in respect to retirement status and covered under the Federal Employees Group Life Insurance (FEGLI) and Federal Employees Health Benefits (FEHB) programs.

Sections. Employees returning to duty from approved leave will be granted such rights, privileges, and seniority to which they may be entitled at the time, in accordance with applicable statutes and regulations.



Section 6. Sick leave:

- a. Employees shall earn sick leave in accordance with all applicable statutes and regulations.
- b. Sick leave may be approved when requested in advance for medical, dental, or optical examination or treatment or when necessary to care for a member of the immediate family who is ill with a disease requiring quarantine by regulations of local health authorities.
- c. Sick leave of more than three (3) consecutive workdays must be supported by medical documentation unless the supervisor specifically waives this requirement. The provisions of this agreement do not deny the supervisor's right to require medical documentation in any case of absence where the supervisor has reason to believe that the employee is abusing sick leave.
- d. In cases of serious disability or illness, employees may be advanced up to thirty (30) workdays of sick leave. Generally, an advance of sick leave is not granted if it is considered likely that the employee will not return to duty for a sufficient period of time to repay the advance leave. Employees will be encouraged but not required to use any balance of annual leave before going into debt for sick leave.
- e. Sick leave, if earned and accrued, shall be granted to employees when they are incapacitated for the performance of their duties because of injury or illness provided that employees not reporting for work because of such incapacitation furnish notice to the supervisor by telephone as soon as possible after the beginning of the illness, but usually one (1) hour prior to but not later than one half (1/2) hour prior to the start of the work shift. The employee will advise the on-duty supervisor of the reason for the absence and estimated duration. If the employee finds that the absence will be beyond the original estimated time, he/she will report this to the supervisor indicating the reason for the continued absence and the anticipated length of the absence not later than the last day of the originally reported absence. Such notification shall not in itself be justification for approval or disapproval of sick leave.
- f. If the employer suspects sick leave abuse, the employee may be counseled and an annotation placed in the Supervisor's Record of the Employee, SF 971. If the employee is suspected of abusing sick leave, the employee will be furnished written notice stating
  - (1) in what manner sick leave abuse is suspected
  - (2) the procedures for requesting sick leave
  - (3) the requirement to furnish a medical certificate for each absence which the employee claims was due to illness.

The requirement listed above will be reviewed by Management after six (6) months. If there is no incidences of sick leave abuse, the above requirement will be rescinded.

- g. An employee's health condition, if known, shall be confidential between the Employer and the employee except as provided by applicable regulations.

Section 7. Annual Leave - Employees shall earn annual leave in accordance with applicable regulations. Requests for annual leave for emergency reasons may be approved upon submission of a justifiable explanation for the absence. When requesting annual leave for emergency reasons, the employee will advise the supervisor of the reason for needing the leave. Requests for two weeks of consecutive annual leave shall be submitted by the individual employee no later than 28 February of each calendar year. In the event conflicts as to choice of leave period arises, the seniority system will be used. Once an employee has made this selection, a change to this election will not be permitted, if by so doing, this would disturb the choice of another employee. Employees will normally be granted leave for short periods, manpower permitting, when a three (3) day notice requesting leave is submitted.

Section 8. On 1 November of each year, supervisors will have all employees initial the leave schedule listing his/her remaining annual use or lose leave to be taken prior to the end of the leave year. Any previously scheduled leave which was not taken will be rescheduled and initialed at the same time.

## ARTICLE 8

### POSITION DESCRIPTIONS AND POSITION CLASSIFICATION

Section 1. Any employee in the bargaining Unit who feels that his or her duties are improperly described may discuss the matter with the supervisor. It is understood that any tentative resolution of the issue between the employee and the supervisor is subject to review and approval by higher level supervisors and the Civilian Personnel Office.

Section 2. Employer and employee will make every attempt to insure the accuracy of the position description covering the positions in this Unit. The position description should reflect all the significant duties involved in the position.

Section 3. When an employee in the bargaining Unit feels his or her position is improperly classified, the supervisor will be consulted for clarification. Should the supervisor be unable to resolve the employee's question, the supervisor may arrange a meeting with the position classification specialist. If this fails to resolve the employee's questions, the employee may file a classification appeal, pursuant to governing regulations.

Section 4. The Employer assures that the employees of the Unit have the right to appeal the correctness of their position classification without prejudice or reprisal.

Section 5. An employee has the right to be assisted and advised by a representative of his or her own choosing, designated in writing, in the preparation of a classification appeal consistent with applicable regulations.

Section 6. Classification Standards for positions in the bargaining Unit may be reviewed by employees and the Union, whenever the need arises.

## ARTICLE 9

### TRAINING

Section 1. The Employer and the Union recognize the need for training programs for all employees in the Unit. Training will be accomplished in accordance with applicable regulations and directives.

a. The Employer will plan and provide for the training and development of employees as required to accomplish the mission. However, normally one (1) week's notice will be provided to employees who have their tour of duty or hours of duty changed to attend training. Training may involve different types of training, such as refresher training, technical, annual, and specialized training. Employees are expected to share with other employees new skills acquired through training.

b. Upon employee's request discussion will be scheduled with a Civilian Personnel Office training representative to determine available courses and training that may assist him/her in self-development.

c. On a quarterly basis, at the employer's discretion, all shift personnel will be relieved of flight duties and assigned to training for 8 hours. Tours of duty will be changed for that week to meet training

requirements. Time and date will be decided by the employer. Normally one (1) week advance notification will be given to the employee.

Section 2. The Employer will be responsible for developing and implementing an on-going training program. To the extent feasible it will cover the basics of Law Enforcement to include, but not be limited to, Criminal Law, arrest and search procedures, self-defense, criminal and accident investigation, operating radar guns and using the breathalyzer.

a. An employee who has days off changed to meet the training schedule will resume their regular slot in the work schedule on assigned shift when returning from training.

b. Employees will be paid overtime for training if in accordance with existing laws and regulations.

c. In the event the number of officers willing to attend training on a scheduled shift exceeds the number of slots available, the most senior officer shall attend.

Section 3. The Union will encourage employees in the bargaining Unit to explore and consider available self-development opportunities.

Section 4. During off-duty hours, employees will be allowed the use of the Base firing range within limitations established by the Commander 43gh and the Chief of Security Forces Squadron. Employees must be accompanied by a supervisor or certified range/CATS official.

Section 5. Employees may be trained and qualified in armory duties. Volunteers shall be solicited first.

Section 6. Proficiency training program will be conducted at the discretion of the Flight Chief and in accordance with applicable Air Force and local regulations and procedures. Weather conditions such as extreme cold, hazardous weather, extreme heat, etc., will be factors for consideration in scheduling training.

## ARTICLE 10

### EMPLOYEE MORALE

Section 1. The Employer agrees that as soon as practical after receipt of notification, the Union shall be advised of serious illness, injury, or death of an employee so that the union may extend benefits to which the employee and his/her family may be entitled.

Section 2. The Union will actively encourage employees to maintain the high standards expected of Federal employees and to conduct themselves in such a manner as to reflect credit upon the Security Forces Squadron and themselves. It is recognized by both Employer and Union that discourteous treatment of persons having reason to enter the base is detrimental to public relations, as well as the image and morale of the Security Guard Force. For this reason, unacceptable performance in this area will be of mutual concern to both Employer and Union.

Section 3. The Union agrees to encourage its members to support authorized fund drives and savings bonds campaigns. Such drives and campaigns will stress voluntary participation on the part of Unit members.

Section 4. The Employer agrees to inform the Union of any major reorganization which will affect the employees of the unit, subject to the requirements of security and confidentiality.

## ARTICLE 11

### DETAILS AND PROMOTION

Section 1. Details are defined in the local Merit Promotion Plan and applicable regulations. They will be distributed in a fair and equitable manner and will not be made to give an employee an advantage when a promotion arises.

Section 2. Position vacancies in the bargaining Unit that are filled by promotion will be filled in accordance with all applicable regulatory provisions including AFIs and applicable laws.

Section 3. When a vacancy in the squadron is established for a position that is authorized for hiring, the Employer will provide the Union with a copy of the announcement when the position is posted.

Section 4. Employees interviewed for a position vacancy in the bargaining Unit who are not selected will be notified in writing of their non-selection by the supervisor who makes the decision. This notification will take place in accordance with the local Merit Promotion Plan. At their request, employees who are not rated highly qualified will be provided counseling and information by their supervisor to assist them in understanding what may be done to improve their opportunities toward promotion.

## ARTICLE 12

### SAFETY

Section 1. The Employer will make every reasonable effort to provide and maintain safe working conditions for employees. The union will cooperate to that end, and will encourage all employees to work in a safe manner. It is further recognized that each employee has a primary responsibility for ones own safety and an obligation to know and observe safety rules and practices as a measure of protection for him/herself and others. The Union has the responsibility to bring to the Employer's attention unsafe working conditions. The Employer will welcome, at any time, suggestions which offer practical and economically feasible ways of improving safety conditions.

Section 2. Ambulance service and emergency treatment to employees will be provided in case of on-the-job accident or injury requiring these services.

Section 3. The employer will provide employees with equipment which is safe and operable. Defective equipment and/or dangerous safety conditions will be repaired/corrected as expeditiously as possible.

## ARTICLE 13

### DISCIPLINARY ACTION

Section 1. Discipline is the responsibility of Management. Disciplinary actions as defined in this article include oral admonishments, letters of reprimand, suspensions, removals and reduction in grade or pay which are based on disciplinary reasons. No disciplinary action will be taken except for just cause. No internal investigations of possible disciplinary actions will be conducted by bargaining Unit members.

Section 2. When making an oral reply to a proposed disciplinary action, the employee or representative must clearly inform the supervisor to whom making an oral reply at the beginning of the conversation that he or she intends this conversation to be an oral reply to the proposed action.

Section 3. An employee is entitled to Union representation, if requested, at all discussions between supervisors and employees in which the employee suspects the discussion may be used to support a disciplinary action.

Section 4. Decision notices on disciplinary actions will be issued on or before the effective date of the action. The employee may exercise appeal or grievance rights as appropriate.

## ARTICLE 14

### GRIEVANCE PROCEDURE

Section 1. Except as specified in section 3 and 5, the grievance procedure defined in this Article provides the exclusive means for prompt and satisfactory settlement of grievances presented to the Employer by employees in the unit and/or grievances presented to the Union by the Employer. A grievance for the purpose of this procedure is defined as a request by an employee, a group of employees acting as individuals, or the union, or the Employer, for relief in a matter of concern or dissatisfaction.

Section 2. Any employee or group of employees desiring to present a grievance under this procedure may do so without the intervention of the exclusive representative. When the employee has initiated a grievance and does not elect to be represented by the Union, the Employer and the employee will resolve all grievances presented under such circumstances and the employee must represent him/herself at all stages. Time limits will be the same as in Section 6 and 7. The employee must notify the Union of their intention and must give the Union an opportunity to be present at the adjustment at each step. Furthermore, such grievances may not involve arbitration.

Section 3. The Negotiated Grievance Procedure shall not apply to any dissatisfaction concerning:

- a. Violations pertaining to prohibited political activities.
- b. Retirement, life insurance, health insurance, or workers' compensation benefits.
- c. A suspension or removal under Section 7532 (National Security) of 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 an employee.
- f. Failure to adopt a suggestion, or a decision to disapprove a quality salary increase, a sustained superior performance cash award, or other type of honorary or discretionary awards.
- g. A notice of a proposed disciplinary or adverse action presented in accordance with the appropriate procedures.
- h. Non selection for promotion from a group of properly ranked and certified candidates when the sole basis for the grievance is an allegation by an employee that he or she is better qualified than the person selected.

Section 4. Questions as to whether or not a matter is grievable subject to the terms of this Article shall be submitted to an arbitrator for that threshold determination, subject to appeal to the Federal Labor Relations Authority.

Section 5. Complaints involving illegal discrimination because of race, religion, sex, national origin, age, handicap, marital status, or political affiliation may be raised under the negotiated grievance procedure, or under a statutory procedure, but not both. An employee shall be deemed to have exercised his/her option at such time as the employee initiates an action under the applicable statutory procedure or the negotiated grievance procedure. Selection of the negotiated procedure shall not prejudice the right of an employee to request Merit Systems Protection Board (MSPB) to review the final decision regarding any action that could have been appealed to the Board, or where applicable, to request the Equal Employment Opportunity Commission (EEOC) to review a final decision involving a complaint of discrimination of the type prohibited by any law administered by the EEOC.

Section 6. A grievance must be taken up initially within fifteen (15) calendar days after the act or occurrence or fifteen (15) calendar days after the date on which there was a reasonable basis for knowledge of the act or occurrence.

Section 7.

a. Step 1. The initial presentation must be in writing, signed by the employee and contain sufficient detail to identify and clarify the grievance, explain the efforts made to resolve the grievance, and specify the relief sought by the employee which must be directly personal to the employee. If the employee requests a Union representative, his/her name and address will be included on the grievance document. The grievance and the desired solution will be indicated and presented to the steward who in turn will present it to the Union Grievance Committee, and upon their approval be presented to the immediate supervisor by the steward except as provided in Section 12 of this Article. The employee may be represented by the Union. The supervisor will discuss the matter with the employee and anyone else considered by the supervisor to have information pertinent to the resolution of the grievance. The supervisor will advise the employee, in writing, of the decision within seven (7) workdays from the date the grievance was first presented.

b. Successive Steps. If the matter is not resolved to the grievance's satisfaction at the first step of the grievance procedure, it may be pursued through successive steps in the chain of command up to the Wing Commander. After the first step and at each successive step, the grievance must be presented within ten (10) calendar days after receipt of the reply from the previous level. The management official will provide his/her written answer to the employee representative within ten (10) calendar days after the presentation of the grievance. The time limits may be extended by mutual agreement of the parties.

c. If the grievance is not satisfactorily settled at the last step, the Union may invoke arbitration. If the Union does not invoke arbitration in accordance with the procedure outlined in Article 15 of the Agreement, the employee's grievance will be terminated immediately and no further action will be taken concerning it.

Section 8. The following is the procedure to be used by the parties to this Agreement in resolving Union/Employer grievances in the interpretation of this Agreement. Union grievances against the Employer, as contrasted to employee grievances, may only be filed by the Union President or Vice President of Local #556. An Employer grievance against the Union may only be filed by the Chief of the Security Forces Squadron, or the Civilian Personnel Officer. These designated individuals will henceforth be referred to as representatives of the parties. This section does not apply to grievances that have been processed under Section 7 of this Article.

a. Step 1. Representatives of the parties shall first discuss a grievance concerning interpretation of application of this Agreement with each other and attempt to reach an informal solution to the grievance. The representative of the party against which the grievance is filed shall render a written decision within ten (10) calendar days.

b. Step 2. If a satisfactory solution is not reached by Step 1, the representative of either party may invoke arbitration in accordance with the procedure outlined in Article 15 of this agreement.

Section 9. All time limits herein may be extended by mutual agreement of the employee or the Union and the Employer. For the purpose of calculating time limits, the day on which a grievance, or a reply by Management to a grievance, is received shall not be counted. Failure to process a grievance to the next step, by the grieving party, shall result in the automatic termination of the grievance.

Section 10. The integrity of all confidential or privileged information which may be revealed at any stage of this procedure, and which is clearly known by all parties to be confidential or privileged information, will be respected and protected by all parties involved.

Section 11. As a minimum, all written grievances must be signed by the employee or the representative of the party and contain:

- a. The name of the grievant, and the name, address, work and home telephone numbers of the representative (if one is used).
- b. The specific nature of the grievance, including the specific Article and Section of this Agreement that gave rise to the grievance.
- c. The corrective action desired.
- d. An explanation of the efforts made to resolve the grievance informally and any documents related to the grievance or to the efforts at informal resolution.

Section 12. If the basis for an employee's grievance is an action or decision of an official of the Employer above the first supervisory level, the grievance shall first be presented to that level of supervision at which the action or decision took place.

Section 13. Up to eight (8) hours administrative leave may be granted to the employee and the Union representative in the preparation and presentation beyond the first attempt to resolve the issue. Employee has the right to have a Union representative present during all phases of the grievance procedure.

## ARTICLE 15

### ARBITRATION

Section 1. Arbitration shall be final and binding and may be invoked only by the Union or the Employer. Arbitration will extend to all grievances submitted under Article 14.

Section 2. A request for arbitration must:

- a. Be in writing.
- b. Specify the reason for the request.
- c. Identify the issue(s) and specify the remedy sought.
- d. Be signed by the representatives of the party requesting arbitration.
- e. Be submitted within ten (10) workdays following receipt of the last decision on the matter.
- f. Be submitted to the Civilian Personnel Officer, or the President, Local #556, IBPO, as appropriate.

Section 3. Within ten (10) workdays after notification by either party that services of an arbitrator are desired, the Employer and the Union will jointly request, in writing, the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven impartial persons qualified to act as arbitrator. Within five (5) workdays of receipt of the list, representatives of the Union and the Employer shall meet and attempt to agree upon an impartial arbitrator selected from the list submitted. Failing to agree, the union and the employer will each strike one (1) arbitrator's name from the list of seven (7). (A flip of the coin will determine which party strikes first.) The parties will repeat this alternate striking procedure three (3) times. The remaining person shall be the duly selected arbitrator. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event: (i) either party refuses to participate in the selection of an arbitrator or (ii) upon inaction or undue delay on the part of either party.

Section 4. All fees and expenses for services connected with the arbitration, and shared by the Employer and the Union, shall be borne equally by the Employer and the Union. The cost of a shorthand reporter, if requested by either parity, shall be shared equally by the parties.

Section 5. Either party may file exception to an arbitrator's decision with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the Authority.

## ARTICLE 16

### BULLETIN BOARD

Section 1. The Employer agrees to provide space for a bulletin board which will be provided by the Union for their exclusive use.

Section 2. Notices concerning Union recreational and social activities, appointments, elections and results of elections and the Union meetings, do not need the approval of the Civilian Personnel Office provided they are limited to announcing only Union activities,. All information other than outlined above will be posted by mutual consent of the Union and the Civilian Personnel Office. All material distributed or posted pursuant to this Article shall be done during off duty hours subject to the following provisions:

a. Items must be signed by and posted and removed by the President, Vice President or Secretary and a copy of all material being posted provided to the Chief of the Security Forces Squadron or the Security Guard Supervisor.

b. Must not contain libelous or scurrilous material, nor will it contain items relating to partisan political matters or propaganda against or attacks on agencies, individuals, or activities of the Federal Government.

## ARTICLE 17

### REDUCTION-IN-FORCE (RIF)

Section 1. The reduction-in-force process will be administered in accordance with agency regulations and policies, and Office of Personnel Management (OPM) procedures. These regulations will govern all aspects of reduction-in-force, including but not limited to, tenure groups and subgroups, competitive area and reemployment after separation by reduction-in-force.

Section 2. Career and career-conditional employees separated by reduction-in-force shall be placed on the Reemployment Priority List. Employees demoted as a result of reduction-in-force who are entitled to grade



retention will be selected for positions at grades up to and including their retained grade within the pay system from which demoted according to the promotion policies outlined in all applicable AFIs and laws.

Section 3. Prior to the initiation of any reduction-in-force which will affect employees of the Unit, Employer will advise the Union of the expected impact on the work force.

Section 4. When adjustments in the manpower mix, reorganization, and/or restructuring of duties are necessary, no career or career-conditional civilian employee will be separated by a reduction-in-force, or changed to a lower grade and pay until the Employer has exhausted all efforts to reassign the employee to a position equal in grade and pay held immediately before such personnel action. These employees are entitled to be registered in the DOD Priority Placement Program (PPP) and/or OPM Displaced Employee Program.

## ARTICLE 18

### TRAVEL

Section 1. Travel orders issued to employees will conform to those prescribed by the appropriate regulations with entitlements as determined by existing regulations.

Section 2. Normally employees shall receive travel orders sufficiently in time to insure that necessary arrangements for obtaining transportation requests and advances of travel and per diem monies can be made during working hours. It is agreed that there may be instances where these arrangements must be made outside of working hours to fulfill mission requirements.

Section 3. Where a choice is permitted, the desire of the traveler as to mode of transportation will be honored. Military aircraft, government quarters, and government messes will be utilized to the maximum extent possible.

## DUTY STRENGTH

### Article 19

Section 1. In the event the Present For Duty (PFD) falls below that which is necessary to meet mission requirements (due to sickness, etc.), the shift supervisor will have the authority to call in additional personnel in accordance with the overtime roster established in Article 6.

Section 2. The number of personnel required is contingent upon existing operational procedures and may be subject to adjustment for just causes; i.e., changes in authorized manning, mission commitments, organizational structure, position authorizations or other changes. Both parties agree that management has the right to determine numbers of employees necessary to meet mission requirements. The parties recognize that presently the normal PFD is eight (8) personnel for all shifts.

## ARTICLE 20

### HEALTH AND MEDICAL CARE

Section 1. The health and fitness of an employee is an important concern of a supervisor who is responsible for day-to-day operations. A supervisor is concerned with an employee's health problem when it relates to

efficient and safe performance on the job, or to the well-being of the employee, fellow workers, or the general public.

Section 2. When there is evidence that an employee is physically unable to perform the assigned duties, and suitable work cannot be found, it is agreed that action will be taken in accordance with applicable laws and regulations. Employees must possess only the minimum physical and mental abilities necessary for safe and efficient performance of their duties.

Section 3. A supervisor may not require an employee to perform any duties of his/her position if there is a medical statement that the employee's physical or mental condition is such that performance of the duties would constitute an immediate threat to government property or to the well-being of the employee, fellow workers, or the general public. The Employer agrees to the maximum extent possible to place employee who has been returned to duty for light duty, on a type of work that will not aggravate the illness or injury. The medical advice from the doctor will be followed carefully in making work assignment or when excusing the employee from duty.

Section 4. Employees will be permitted to review documents related to their claim for job related injury compensation.

## ARTICLE 21

### INCENTIVE AWARDS

Section 1. The Employer agrees that the Civilian Performance Awards Program should assure full consideration of all employees in the Unit whose performance significantly exceeds established performance standards. The Union shall have the right to bring to the attention of the Chief of the Security Forces Squadron, in writing, any inequities which the Union feels may exist in the program.

Section 2. The Employer and the Union encourage employees in the Unit to take part in the Idea Program. It is the intent of the Employer that ideas be processed in a timely manner. Notification on adopted and subsequently implemented ideas will be in the form of appropriate recognition to the suggester. Such recognition will be either a cash award, a certificate or a letter of commendation.

## ARTICLE 22

### DUES WITHHOLDING

Section 1. It is agreed that any eligible employee assigned within the bargaining Unit described in Article 1 may authorize the payment of membership dues to Local 556, IBPO, through payroll withholding.

Section 2. The procedure and effective date of authorization shall be as follows:

- a. Local 556 will inform and educate its members on the program for allotments for payment of dues, the voluntary nature of the authorization, the prescribed procedure for authorizing the allotment and the provisions and procedure for revocation of an authorization.
- b. Local 556 agrees to acquire and distribute to its members the prescribed authorization form (SF 1187), certify the amount of its dues and to receive completed forms from members who request allotments.
- c. The President or the Vice President of Local 556 is designated to process authorization forms by completing Section A thereof and is responsible for ascertaining that the employees are members of the

Local in good standing. Certified authorization forms will be submitted to the Centralized Accounting and Finance Office (CAFO) through the Servicing Central Civilian Personnel Office (CCPO).

d. Authorization may be submitted to the Centralized Accounting and Finance Office at any time. Allotments will be effective at the start of the first pay period following receipt of the forms by the CAFO and will continue in effect until the allotments are changed or terminated in accordance with the provisions of the next two sections of this Agreement.

Section 3. Authorized allotments for payment of dues will be withheld from the regular biweekly payrolls. The amount of the regular dues of the member, exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees is the amount to be withheld. If the amount of regular dues is changed by Local 556, the rate and effective date of the amended amount to be withheld will be the start of the next full pay period, provided the notice has been received in the CAFO before the beginning of that pay period or unless a later date is specified by the Union. New authorization forms are not required. Only one such change may be made in any period of twelve (12) consecutive months.

Section 4. The CAFO will terminate an allotment effective at the end of the pay period in which loss of eligibility occurs under one of the following conditions:

- a. When the union loses exclusive recognition.
- b. When this Agreement is suspended or terminated by an appropriate authority outside the Department of Defense.
- c. Upon receipt of a written notice from the President of Local 556 that the employee is no longer a member in good standing.
- d. When the employee leaves the bargaining Unit as a result of any type of separation, transfer or other personnel action.

Section 5. Employee requests for termination of dues withholding will be made effective at the beginning of the first full pay period beginning after 1 January if the revocation is received in the CAFO prior to 31 December, and providing the employee has had the dues withheld for a minimum of one year prior to the requested revocation.

Section 6. Promptly after completion of each payroll, the CAFO will forward the amount due the Union to: Comptroller, National Association of Government Employees (NAGE), 285 Dorchester Ave., Boston, MA 02127. Each remittance will be accompanied by a statement giving the following information:

- a. Identification of the Union Local 556.
- b. Names of members for whom deductions were made, service fee charged, amount of each deduction and payroll period.
- c. Names of members for whom deductions were authorized but were not made, with coding to show reason for non-deductions.
- d. Total number of members for whom dues were withheld.
- e. Total amount withheld on this payroll.
- f. Net amount remitted.

Section 7. The Union and the Centralized Accounting and Finance Office will issue the following written notices as applicable:

a. Local 556 will notify the CAFO within five (5) workdays after an employee with a current allotment authorization ceases to be a member on good standing.

b. Local 556 will send to the CAFO within five (5) workdays of receipt any written revocation of allotment received by Local 556

c. Local 556 will notify the CAFO within five (5) workdays of their receipt of information that member for whom deduction is being made is no longer in the bargaining Unit.

d. The CAFO will send a copy of each written revocation received to Local 556 with the remittance report for the first deduction payroll prepared after receipt of the revocation.

Section 8. Administrative errors in remittance checks shall be corrected and adjusted in the first remittance check made to the Union after discovery of the error. If the Union is not scheduled to receive a remittance check after discovery of the error, the Union shall refund promptly the amount erroneously paid.

## ARTICLE 23

### PERFORMANCE APPRAISAL

Section 1. A performance appraisal will be completed for all bargaining unit employees in accordance with the Civil Service Reform Act and applicable directives. All appraisals will be made in a fair, equitable and reasonable manner based on the employee's performance during the appraisal period.

Section 2. The performance standards and critical elements criteria against which the employee is evaluated shall be job related as evidenced by comparison with the employee's official position description. Once elements are identified and standards are set, the original Civilian Performance and Promotion Appraisal will be filed in the Supervisor's Employee Work Folder, and a copy will be provided to the employee

Section 3. Performance plans may be developed by the supervisor, or as a cooperative effort with the employee or, in the case of similar positions, a group of employees.

Section 4. A performance standard is defined as a description of the minimum level of accomplishment necessary for satisfactory performance. To facilitate equitable treatment of employees, performance elements and performance standards should be similar where practical, and where both of the following factors exist for a particular category of positions:

- a. The work performed is substantially similar in duties, responsibilities, and skills required.
- b. There are no substantial variations in the working environment which would lead to differences in performance expectations.

Section 5. If at any time it appears that an employee's performance in one or more critical elements is less than fully successful, the following procedures will apply:

- a. The supervisor will counsel the employee when it is determined that performance is unacceptable.
- b. The employee must be informed of the critical element(s) for which performance is unacceptable, what way it is unacceptable and what is required to bring it to a fully successful level.
- c. The supervisor will initiate an opportunity period to give the employee reasonable time to demonstrate acceptable performance.

d. Once the employee has had reasonable time to demonstrate acceptable performance, but performance continues to be less than satisfactory, the supervisor will comply with the requirements of applicable AFIs and laws.

Section 6. It is Management's responsibility to identify elements and set standards. The substance of performance elements and performance standards are not grievable nor are they appealable to the Merit Systems Protection Board (MSPB).

Section 7. Employees will resolve disagreements on ratings in accordance with the negotiated grievance procedure as set forth in Article 14 of this Agreement.

Section 8. A Department of Defense officer may be assigned to the Quality Control (Q.C.) Section to perform Q.C.'s.

## ARTICLE24

### GENERAL PROVISIONS

Section 1. Retirement Counseling. The Employer agrees that any employee in the Unit who contemplates retirement shall be afforded retirement counseling to ensure the interest of employees are protected.

Section 2. Review of AF Form 971. Employees may review their AF Form 971 upon request.

Section 3. Training Sponsored by Union. An employee in the Unit who is an official or representative of the Union may be excused without charge to leave in conjunction with attendance at a training session sponsored by the union provided the subject matter of such training is of mutual concern to the Air Force and the employee in the capacity as a Union representative. The Air Force interest must be served by the employee's attendance. Administrative excusal for this purpose will cover only such portions of a training session as meet the above criteria and will not exceed eight hours for any individual during a twelve month period.

Section 4. Union Working Space and Meeting. The Employer will provide a working area (with desk, chair, cabinets, bookshelf) for the Union. The union will be responsible for maintaining appearance of the area. The Employer will make available to the Union a locker for the storage of pertinent papers incident to the duties of the Union. The Employer agrees upon request to provide appropriate space for Union meetings subject to availability.

Section 5. Equipment:

a. Three (3) shields will be provided to each employee: one for the cap, one for this shirt, and one for the jacket. This will also insure the continuous exposure of the shield on the outer garment. In addition, each employee will be issued a Departmental Identification Card.

b. Employees in the bargaining Unit will be provided uniforms and uniform allowances in accordance with applicable regulations.

c. Uniform hats shall be worn seasonally as follows: from 16 October to 30 April, inclusive, employees shall wear "garrison-type" hats and from 1 May to 15 October, inclusive, employees shall wear "campaign-style" hats.

d. Any weapons and other related equipment which is required as a condition of employment will be supplied by the employer.

e. The Employer shall issue batons to bargaining unit members trained and certified by the Employer in their use. For continued certification, employees shall undergo annual retraining.

Section 6. Parking. Parking areas will be available for employees as close to their assigned assembly areas as possible.

Section 7. Publicity. The Civilian Personnel Office shall be included on the mailing list for all local and national Union publications which go to the general membership.

Section 8. Distribution of Agreement. The Union shall reproduce this Agreement. Fifty (50) copies will be supplied to the Management at no cost. Each security guard presently in the Unit will be given a copy of the approved Agreement by the Union. New unit employees will be provided a copy of the approved Agreement by the Union.

Section 9. Bargaining unit members shall receive an annual clothing allowance of \$400.00. Certain types of gear, which fall under the category of safety equipment shall be issued to non-ART bargaining unit employees provided such issuance does not exceed budgetary restraints.

Section 10. All non-ART bargaining unit members shall be issued two (2) sets of utility uniforms (excluding woodland BDUs) and one (1) uniform baseball-type hat. The issuance and wearing of these uniforms are appropriate when the employer determines standard uniforms are not appropriate (i.e. during training, construction details, and while working flight lime posts).

## ARTICLE25

### DURATION OF AGREEMENT

Section 1. Once signed by chief negotiator for Management and the Union, and approved by Field Advisory Service, this Agreement will become effective and remain in effect for three (3) years from the date of approval by FAS. During the period of 105-60 calendar days prior to the termination date, the parties agree that they will notify the other party of their desire to renegotiate. The parties agree to meet to establish ground rules and discuss contract negotiations within thirty (30) days after the exchange of contract proposals.

Section 2. This agreement is not intended to conflict with any published agency policies or regulations of higher echelon which are in effect as of the effective date of this contract and no exceptions to these published policies or regulations are intended or included in this Agreement. The terms of this Agreement will govern in the bargaining Unit in case of conflict between the terms of the Agreement and any USAF regulation issued subsequent to the approval of this agreement other than regulations required by law, by regulations of appropriate authority, or authorized by a controlling agreement at a higher agency level.

Section 3. It is the intent of the parties hereto that the provisions of this agreement take precedence over all prior agreements and understandings, oral or written, expressed or implied between the parties. This Agreement represents a completion of negotiation on all bargaining issues. The parties agree not to negotiate during the duration of this agreement except as set forth in Section 2 and Section 5 below.

Section 4. The waiver or breach of any condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

Section 5. This Agreement, except for the duration period specified in Section 1, may be opened for amendment by the mutual consent of both parties at any time after it has been in force and effect for at least eight months. Requests for such amendments by either party must be in writing and must include a summary of the amendments proposed. The parties shall meet within fourteen (14) calendar days after

receipt of such notice to discuss the matters involved in the request. If the parties agree that opening is warranted on any such matter, they shall proceed to negotiate on amendments. No change will be considered except those bearing directly on the subject matter agreed to by the parties. This does not preclude Employer and the Union from consulting on matters not covered by this Agreement.

Section 6. No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by any employee or group of employees with the Employer and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and the same has been ratified by the Union and approved by FAS.

Section 7. Should any part of any provision of this Agreement be rendered or declared invalid or illegal by reason of any existing or subsequent law, regulations or ruling, the invalidation of such part or provisions of this Agreement shall not invalidate any of the remaining parts or provisions of this Agreement, and they shall remain in full force and effect.

Section 8. Where appropriate regulations are referenced in this agreement, they are intended to mean those published agency regulations in effect at the time this Agreement was approved by FAS.

## ARTICLE 26

### DRUG TESTING

Section 1. The Employer agrees that the establishment and administration of its drug abuse testing program will be done in strict compliance with the U.S. Constitution and all applicable laws, rules and regulations and this agreement.

Section 2. The parties agree that the testing referred to by the term "drug test" usually means urinalysis. The Employer agrees that it is not referring to blood analysis at this time. The drug testing program shall, at a minimum, test for cannabis (marijuana) and cocaine, however, it may include opiates, amphetamines, phencyclidine (PCP) and, in the case of reasonable suspicion, accident or unsafe practice testing, any drug listed in schedule I and II of the Controlled Substance Act (CSA)

Section 3. Employees subject to drug testing will be selected in accordance with applicable rules and regulations. Types of drug testing include: random, reasonable suspicion, accident or safety mishap, voluntary, follow-up, and applicant testing for new applicants and current employees tentatively selected for placement into a testing designated position (TDP). Selection of employees for random testing will be done by Air Force supplied computer program.

Section 4. The Employer agrees that designation of testing designated positions (TDP) will be done in accordance with applicable laws, rules and regulations. TDPs are positions within the Air Force which have been designated for random testing. All employees in TDPs will be subject to drug testing.

Section 5.

- a. As part of in processing, all new employees should be issued the general drug testing notice.
- b. In the event drug testing is required, the Employer shall inform the employee(s) in writing of the following:
  - (1) How the employee was selected for the test: e.g. randomly, reasonable suspicion, etc.
  - (2) Consequences of a positive result.

(3) Consequences of a refusal to test.

(4) Opportunity for submission of supplemental medical documentation to support the legitimate use of a specific drug.

#### Section 6.

a. The parties agree that the methods and procedures used for drug testing are in accordance with procedures outlined in Collection Procedures for the Air Force Civilian Drug Testing Program (AFCDTP) as issued by the Air Force Surgeon General and the Director of Civilian Personnel in effect at time of testing.

b. The Employer agrees to identify contract laboratory upon request.

#### Section 7.

a. Upon direction of management, designated employees will be notified to report to the designated location to be tested within two hours of the scheduled test whenever possible. Except in unusual circumstances, not less than 30 minutes notice will be given.

b. Test will be given in a sanitary area which provides for reasonable privacy unless the Medical Review Officer (MRO), alternate MRO, other physician or higher level supervisor determines that direct observation is appropriate in accordance with applicable laws, rules, and regulations.

c. If the employee tests positive, management may grant up to two hours of excused leave to obtain medical documentation to support legitimate use of one or more drugs if it can only be obtained during the employee's duty hours and cannot be obtained by the MRO with a release of information statement from the employee.

d. If the employee is unable to provide required volume of urine by the end of the duty day, the employee will be given a reasonable amount of liquid to drink and the collection site person shall contact the appropriate authority to obtain guidance on the action to be taken.

e. Should any question arise as to the accuracy or validity of a positive test, the MRO is authorized to order a reanalysis of the original sample and such tests are authorized only at laboratories certified under DHHS guidelines. Request for necessary test during administrative or disciplinary proceedings by an employee must be coordinated through the MRO. However, because some analytes deteriorate or are lost during freezing and/or storage, quantitation for a retest is not subject to a specific cutoff requirement, but must provide data sufficient to confirm the presence of the drug or metabolite.

f. An employee in a TDP found to use illegal drugs must not be permitted to remain in their TDP. However, at the discretion of the commander, and as part of rehabilitation, an employee may return to duty in the TDP, if the employee's return will not endanger public health, safety, or national security. If the decision is made to not allow the employee to remain in the TDP, the employee may be reassigned, detailed, or put on approved leave or leave without pay pending disciplinary or adverse action. The severity of the disciplinary or adverse action will include the full range of disciplinary adverse action, including removal.

#### Section 8.

a. IAW applicable laws, rules and regulations, all samples will be subject to a strict chain of custody.

b. Within the requirements of law and regulation, strict confidentiality will be provided to the employee when the test result is verified. All test results may only be disclosed to the individuals authorized by applicable law, rule or regulation.



c. A drug test which has not been verified will not be used to propose any disciplinary action or be reported to agency personnel other than the MRO.

d. Civilian Employee Drug Testing records will be maintained according to applicable AF rules and regulations.

e. Employees subject to drug testing shall, upon written request, have access to any records relating to his or her drug test and any records relating to the result of any relevant certification, review or revocation-of-certification proceedings.

Section 9.

a. Following a verified positive test result, the Employer agrees to refer the employee to Employee Assistance Program (EAP) and to inform the employee of the consequences for refusing to obtain counseling or rehabilitation in writing.

b. Employees referred through administrative channels who undergo a counseling or rehabilitation program for illegal drug use through EAP will be subject to an unannounced testing following completion of such a program for a period of one year. Such employees will be tested at a frequency determined by the Program Coordinator (PC) or as stipulated in the abeyance contract or last chance agreement.

Section 10. No employee shall be required to sign any document associated with the drug abuse testing program stating he or she agrees with it. Employees will be required to sign documents indicating that drug testing is compulsory. Signature on such documents will merely signify notice and understanding of the terms of the document.

Section 11. The Employer agrees to grant time in duty status without charge to leave to employees ordered for drug testing.

Section 12. The Employer agrees not to coerce or require employees to participate in a voluntary drug testing program.

APPENDIX A

STEWARD'S REQUEST FORM

1. -----  
NAME OF STEWARD

2. PURPOSE OF VISIT: -----

3. SUPERVISOR'S PERMISSION IS REQUESTED TO LEAVE THE ASSIGNED WORK AREA TO PERFORM DUTIES OUTLINED IN THE NEGOTIATED AGREEMENT.

----- APPROVED ----- DISAPPROVED

REASON FOR DISAPPROVAL: -----

DATE: ----- TIMEOUT: ----- TIME IN: -----

SUPERVISOR'S SIGNATURE: -----

4. TIME IN: ----- TIME OUT: -----

SIGNATURE OF SUPERVISOR VISITED: -----