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**CODE OF ETHICS
FOR GOVERNMENT SERVICE**

SECTION A

The Parties subscribe to the Code of Ethics agreed to by the House of Representatives and the Senate as House Concurrent Resolution 175 in the Second Session of the 106th Congress. The Code applies to all government employees and office holders.

ANY PERSON IN GOVERNMENT SERVICE SHOULD:

Put loyalty to the highest moral principles and to country above loyalty to persons, party or Government department.

Uphold the Constitution, laws and regulations of the United States and of all governments therein and never be a party to their evasion.

Give a full day's labor for a full day's pay; giving earnest effort and best thought to the performance of duties.

Seek to find and employ more efficient and economical ways of getting tasks accomplished.

Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not; and never except, for himself or herself or for family members favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of government duties.

Make no private promises of any kind bringing upon the duties of the office, since a Government employee has no private word, which can be binding on public duty.

Engage in no business with the Government, either directly or indirectly, which is inconsistent with the conscientious performance of government duties.

Never use any information gained confidentially in the performance of government duties.

Never use any information gained confidentially in the performance of government duties as a means of making private profit.

Expose corruption where discovered.

Uphold these principles, ever conscious that public office is public trust.

ARTICLE 1

PARTIES

SECTION A

This Memorandum of Agreement is executed pursuant to the exclusive recognition granted Local No. 2356, an affiliate of the American Federation of Government Employees (AFGE) thereafter referred to as the union by the Commander, Dyess Air Force Base, Texas (hereafter referred to as the Employer.)

Section B

1. The Employer recognizes the Union as the exclusive representative for all employees as defined in Section 2 below.

2, The unit to which this Agreement is applicable is composed of all permanent non-supervisory, appropriated fund Air Force employees serviced by the Civilian Personnel Element, Dyess Air Force Base, Texas, excluding professional employees, employees engaged in federal personnel work in other than a purely clerical capacity, management officials, confidential employees, temporary employees, and supervisors as defined in the Federal Service Labor Management Relations Statute. The Union accepts the responsibility for, and agrees to represent in good faith, the interest of all employees in the Unit without discrimination and without regard to membership in the Union.

Section C

With respect to exclusive representation rights, the Employer agrees to notify in writing the Union and the affected employee when the employee is designated as a confidential employee.

ARTICLE 2

BASIC PROVISIONS

SECTION A

The following provisions shall apply in this Agreement and all supplementing, implementing and subsidiary agreements between the Parties.

1. In the administration of all matters governed by existing and future laws and government wide applications, the Parties are bound by the regulations and policies of the Office of Personnel Management, the Department of Defense, the Department of the Air Force and functions within the limitations of authority delegated through the Commander. The Employer shall effectively enforce provisions of the Civil Service Reform Act of 1978 which has a statutory duty to enforce. Prior to implementation of any changes in a directive, relating to personnel policies, practices, procedures and conditions of employment, the Employer will negotiate with the Union with respect to impact and implementation. "Directives" mean Air Force, Major Command, Numbered Air Force, base and organizational unit regulations and their supplements. The Employer will provide a summary of the regulation changes to the Union. The Union will respond within 7 workdays as to whether the Union wants to negotiate. The 7 workdays will be measured from the date the notice is received by the Union. If the Union does not respond within 7 workdays, it effectively waives the right to negotiate. If the Union does want to negotiate, it will inform the Civilian Personnel Flight in writing within 7 workdays. If the Union cannot present in writing proposals with the time limits, a request for extension of time must be submitted with justification. When provisions of regulations issued alter the effective date of this Agreement are in conflict with this Agreement, the provisions of this Agreement shall govern except for government wide regulations or any regulation for with federal Labor Relations Authority has determined there is a compelling need.

2. Management officials of the Agency retain the right in accordance with Title U.S.C. Section 7106:

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

3. 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 through payroll deductions.

ARTICLE 3

RIGHTS AND OBLIGATIONS

SECTION A

Each employee shall have the right to join, promote and support 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 rights. Except as otherwise provided under Chapter 71 of Title 5 U.S.C., such rights include:

- a. The well-being of employees and efficient administration of the Air Force are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the condition of their employment.
- b. That effective employee-management cooperation in the public service requires a clear statement of the respective rights and obligations of the Union and the Employer.

SECTION B

The Parties to this Agreement recognize the Federal employees have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and support any employee organization, or to refrain from such activity. In addition, this Agreement does not preclude any employee, regardless of employee organization membership, from bringing matters of person concern to the attention of appropriate officials in accordance with the applicable law, rule, regulations or Air Force policy or from choosing his/her own representative in a grievance.

SECTION C

It is agreed that matters appropriate for negotiations between the Parties shall include personnel policies and practices and matters affecting working conditions that fall within the scope of the Employer's authority. Such matters include but are not limited to: Salary, Training, Granting of Leave, Labor Management Relations, Employee Services, Promotion Plans, Methods of Adjusting Grievances, Demotion Practices and Hours of Work. These matters appropriate for negotiation relate to policy determinations, not job requirements or individual dissatisfaction. The Employer is obligated to the fullest practical extent to keep the Union informed on such matters.

ARTICLE 4

UNION REPRESENTATION

SECTION A

A representative of the Union shall have the right to present in any formal discussion of general personnel management policy matters between the Employer (including management officials and supervisors) and an employee or employees represented in the Unit. A representative of the Union shall be given the right to be present when an employee in the Union presents a grievance to Management. 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, if the employee so requests representation. The right of the Union representative to be present does not apply to informal discussions of personal problems between employees and their immediate supervisors.

SECTION B

THE EMPLOYER AGREES:

1. To recognize the President and any and all other designated official Union representatives.
2. To recognize a reasonable number of Union stewards, not to exceed 1 to 5 employees in a given area in a given shift.
3. The union will designate the stewards so that the employees will have access to a steward in their work area.
4. To make every possible effort to ensure that Union representatives are granted reasonable time to perform their Union duties.

THE UNION AGREES:

1. To provide the Employer in advance and in writing of all appointed or designated representatives.
2. To advise the Employer in writing and maintain, on a current basis, a list of the duly appointed stewards and the organizational segments to which they are assigned.
3. Union stewards will request permission from their immediate supervisors when the stewards wish to leave their assigned duties for the purpose of performing duties of Union business. The stewards will report to their respective supervisors when returning to assigned duties.
4. The Union agrees that its stewards will guard against the use of excessive official time in performing their steward duties.
5. The Union agrees to obtain permission from the supervisors in the areas being visited.
6. The Union agrees to keep the Civilian Personnel Element informed as to the names, address and phone numbers of the Union Stewards.

SECTION C

Stewards duties, as well as those duties of any other official Union representative, may consist of:

1. Counseling with employees regarding potential grievances, appeals or discrimination complaints.
2. Preparing and presenting adverse action appeals or grievances under the Negotiated Grievance Procedures when serving as the principal representative of an employee or group of employees.
3. Presenting grievances under the appropriate grievance procedure when serving as the principal representative of an employee or group of employees.
4. Attending meetings with Supervisors and other Management officials when mutually agreed to and scheduled.
5. Preparing and or typing Union correspondence or other material in response to requests from officials of the Employer.
6. Meeting with government representatives from outside the activity when requested and mutually agreed to and scheduled on-site.

SECTION D

It is agreed that internal Union business such as soliciting membership, collecting dues, electing officers, meetings and posting /distributing literature will be conducted during the non-duty hours of the employees involved.

SECTION E

National representatives of the Union will be permitted to participate in meetings between the Employer and the Union and to confer with the Employer representative. The AFGE representative agrees to abide by the safety and security regulations while on the base. The national representative will conduct Union business with any Air Force employee involved only on non-duty hours unless the Labor Relations Officer has concurred with the specific need to conduct the business during duty hours.

ARTICLE 5

FIRE DEPARTMENT

SECTION A

The firefighter work schedule consists of a 24-hour tour of duty. During a 24-hour shift he/she performs actual work when his/her full attention is devoted to work, and standby status when he/she is free to sleep, eat, listen to radio or engage in other similar pursuits. The amount of work and standby varies according to the needs of the employer. Scheduling of work, including drills, will be consistent with the mission.

SECTION B

The Employer will consider the daily work schedule when making mandatory physical training determinations.

SECTION C

Caution should be exercised when conducting training while wearing bunker gear when temperatures are above 90 degrees Fahrenheit.

SECTION D

The following grooming standards will apply to all civilian personnel working in the Fire Department excluding the secretary

1. Hairstyles will not detract from the professional appearance of the firefighters. This includes styles when viewed by the average person would seem to be radical, extreme or could be termed "fad" hairstyles, including abnormal coloring of the hair. The bulk of the hair will not interfere with the wear of any protective clothing or safety apparatus such as self-contained breathing apparatus. The hair will not extend more than on-half of the ear. Sideburns will not interfere with the seal around the face piece of the self-contained breathing apparatus. All the hair will be clean, neat and evenly trimmed at all times.

2. Moustache may be worn, but may not interfere with the seal around the face piece of the self-contained breathing apparatus. The practice of allowing the moustache to grow into the sideburns is prohibited. Moustaches must be clean, neat and evenly trimmed at all times.

3. Beards are not authorized because they interfere with the face piece of their self-contained apparatus.

ARTICLE 6

EMPLOYEE MANAGEMENT COOPERATION

SECTION A

Representatives of the Union and the Employer shall meet when either Party asks with respect to personnel policy and practices and matters affecting working conditions, subject to the provisions of the Agreement. Either Party to the Agreement will meet with the other for the above purposes when deemed advisable by the above Parties.

SECTION B

Officially requested or approved meetings between the Union and Employer normally will be conducted during regular working hours. Reasonable time also will be granted a Union representative without charge to leave to draw up requests or recommendations in connection when officially requested to approve meetings with the Employer. Each Party will be entitled to a maximum of two representatives at these meetings.

SECTION C

A brief summary of the subject covered and any understandings reached during the meetings will be furnished to each member present at the meetings.

ARTICLE 7

EQUAL EMPLOYMENT OPPORTUNITY

SECTION A

The Parties agree to support the Equal Opportunity Program through positive and continuing efforts as follows:

1. All personnel actions and employment practices are based solely on merit and fitness in such a manner as to demonstrate full adherence to the letter and spirit of federal policy guaranteeing equal employment opportunity to all persons without regard to race, color, religion, national origin, sex, age, physical handicap or marital status except as may be authorized by law or regulations.

2. In recognition of the dignity and equality of each individual citizen, all activities, facilities and services will be available to all employees on an equal basis without any type of segregation or discrimination based on race, color, religion, national origin, sex, age, physical handicap or marital status, except as may be authorized by law or regulation. The Parties will continue reasonable efforts to alleviate barriers to the employability or to the on-the-job performance of handicapped persons.

3. Complaints of discrimination are given prompt and fair consideration, and every effort is made to assure just and expeditious disposition of each complaint.

4. Persons who complain of alleged discrimination or who participate in the presentation of each complaint are unimpeded and free from restraint, interference, coercion, discrimination or reprisal.

5. The Employer will conduct a continuing program to assure that discrimination does not occur. Appropriate action may be taken against any employee or supervisor found to have engaged in any discriminatory practice.

7. Efforts will be made to select EEO counselors competitively from among a list of qualified nominees. The Union may submit a list of nominees to be considered. Full consideration will be given to the Union's nominees in making final selection of counselors. A new request for nominees will be made when necessary. The names and duty telephone numbers of the counselors will be posted on official bulletin boards.

8. The Employer agrees to arrange for training and orientation of all EEO staff and counselors in personnel administration (classification, reduction in force, merit promotion, etc.) and processing of EEO complaints. Each participant will be considered for formal training in appropriate matters as they assume responsibilities pertaining to EEO and will be permitted to attend additional sessions thereafter to assure that they are aware of updated information such as changes in personnel regulations or law.

9. The Employer agrees to make available the applicable EEO Affirmative Action Plan, EEO regulations or directives governing the EEO complaints procedure to any employee who requests such documents.

10. The Union will be provided a copy of the base EEO board or committee meeting minutes.

SECTION B

The Employer agrees to comply with the law on reasonable accommodation regarding changes to equipment, buildings and facilities, with respect to handicapped employees. The Parties agree that it is important to recognize the needs of the handicapped employees, and to fulfill these needs when feasible as they arise.

ARTICLE 8

SAVINGS BOND PROGRAM

SECTION A

The Employer and Union agree to support the payroll savings plan for the purchase of United States Savings Bonds. Participation in the Saving Bond Program will be voluntary on the part of the employee.

ARTICLE 9
CHARITY DRIVES

SECTION A

The Employer and the Union agree to encourage civilian employees to contribute to worthwhile charitable organizations as part of their personal responsibility to citizens in the communities in which they work and live.

SECTION B

The Employer and Union agree that contributions will be solicited on a voluntary basis and no effort will be exerted to obtain a contribution on an involuntary basis.

ARTICLE 10

PERFORMANCE RECOGNITION PROGRAM

SECTION A

The Parties encourage employees to contribute, individually or in groups, to achieve superior work results. The Performance Awards Program is established to recognize and award civilian employees for meritorious job performance that contributes to greater efficiency, economy, and effectiveness of Air Force and government operations. Awards under this program will be based on merits of achievement without regard to race, color, religion, age, sex, marital status, national origin or medical handicap. Recognition granted for achievements promotes greater job satisfaction, fosters sound employee-management relations, and contributes toward sustainment of a creative and highly productive civilian work force. Monetary or time-off awards may be bestowed upon eligible employees at all levels for special acts or services in connection with or related to their official employment. Quality Step Increases (QSIs) may be granted in accordance with applicable regulations to General Schedule employees who demonstrate high quality performance, which is expected to continue indefinitely into the future. To merit awards or Quality Step Increases, performance contributions must exceed significantly the normal performance required in the job for which the employee receives salary.

SECTION B

The Parties agree that fully informed employees and supervisors enhance the effectiveness of the Performance Recognition Program. To this end, the Employer agrees to provide the information or training to employees and supervisors to help them become better aware and more knowledgeable of the Performance Recognition Program.

ARTICLE 11

TRAINING PROGRAMS

SECTION A

In recognition of the mutual advantages to the Employer and to the employee, the Employer agrees to make a reasonable effort to utilize existing employees when training is determined to be necessary for new positions. If the training will lead to a promotion, selection for each training course shall be in accordance with the merit promotion plan.

SECTION B

Job training required by the Employer shall be accomplished on the Employer's time. The Parties agree to encourage civilian employees to participate in self-development activities on their own time in order to qualify themselves in their work or profession or contribute to their general overall growth and enlightenment as individuals.

SECTION C

Supervisors will counsel employees on developing the potential for performance of their current duties. Supervisors will also encourage employees to seek the materials available through the Civilian Personnel Element thru self-development for future assignments.

ARTICLE 12

HEALTH AND SAFETY

SECTION A

Within the constraints of Air Force directives, the Employee agrees to provide and maintain wholesome, safe and healthful working conditions for all employees; and, to provide and maintain properly lighted, heated and air conditioned working areas as appropriate to mission and consistent with national efforts to conserve energy. The Parties agree to assure prompt and proper reports of accidents and injuries to create a climate of safety consciousness in all supervisors and employees; and, insure prompt and complete reporting of on-the-job injuries to the immediate supervisor. The Parties agree to vigorously support the Air Force Safety Program through encouragement to all employees to abide conscientiously by established safety rules and directives to report to their supervisors any known hazardous conditions or procedures for purpose of making such condition or procedure safe; and, to report job connected injuries or illnesses to their supervisor immediately and complete required injury forms.

SECTION B

The Parties agree that AFOSH Standards, applicable Air Force directives, other Air Force safety, health, fire prevention, technical directives, base or staff office regulations, and shop instructions, are required safety standards.

SECTION C

The Employer shall provide competent and prompt medical service for the proper diagnosis and treatment of cases resulting from injuries, physical impairment or afflictions incurred while on duty. These services are to be in accordance with existing Air Force directives. Employees injured on duty shall be furnished emergency medical aid or treatment on official time. The Employer shall provide industrial physicals and examinations related to occupational requirements as designated by appropriate authority.

SECTION D

The Union will be placed on distribution for all Wing Safety committee notices, to include the agenda. Purpose of the committee is to advise the Commander and base personnel on occupational safety, fire prevention and health matters.

SECTION E

Safety inspections are conducted in accordance with Air Force directives. The Bargaining Unit will, when requested be afforded the opportunity to be represented in the performance of all formal safety and health inspections, in areas where bargaining unit members are working, conducted at the direction of the Wing Commander, Chief of Safety, through the Ground Safety Manager. Union representatives will be sent reports of these formal inspections upon request after the reports are signed by the Wing Commander, Chief of Safety, and Ground Safety Manager. In the course of performing their normally assigned duties, stewards and all other Union and Management representatives shall be alert to observe all hazardous equipment and

conditions, which present a hazard. If an unsafe or unhealthy condition is observed, the matter will be promptly reported to the supervisor of the work area concerned. If the matter is not resolved at this level, in accordance with Article 36, the Union has the right to file a grievance.

SECTION F

The Parties agree that all supervisors will become familiar with the Supervisor's Guide on the job injuries pamphlet located on the CPE web page.

ARTICLE 13

ENVIRONMENTAL DIFFERENTIAL PAY

SECTION A

The Employer has as its objective the elimination or reduction to the lowest level possible of all hazards, physical hardships, and working conditions of an unusual nature. Even though an environmental differential is authorized, it is the Employer's responsibility to initiate continuing positive action to eliminate danger and risk which contribute to or cause the hazard, physical hardship, or working condition of an unusual nature. The existence of environmental differentials is not intended to condone work practices which circumvent federal safety laws, rules and directives.

SECTION B

The Union shall be afforded the opportunity to participate in all investigations to establish a new category or to discontinue an established category of Environmental Differential Pay (EDP). The Employer will consider the Union recommendations on these matters. When the Union proposes that a local work situation warrants coverage under payable categories of applicable Federal Personnel Manuals, the Union, will notify the Employer of the title, location, nature of the hazard and justification for payment of environmental differential. The Employer will review and determine whether or not EDP is appropriate.

SECTION C

EDP will be established and processed in strict accordance with the applicable directives. When employees are exposed to environmental conditions that are not recognized and compensated for in the classification process, the Employer will attempt to reduce the exposure through changes in procedures or use of safety equipment.

ARTICLE 14

SPECIAL TOOLS, PROTECTIVE CLOTHING AND EQUIPMENT

SECTION A

As authorized by appropriate directives, the Employer will provide special tools, protective clothing, and protective equipment that employees are required to use or wear on duty. Where standard issue sizes are inadequate, special order procedures may be followed.

SECTION B

The Union may recommend new or modified personal protective clothing and equipment for consideration by the Employer.

ARTICLE 15

UNION OFFICE AND FACILITIES

SECTION A

The Employer agrees to provide free office space for use by the Union in accordance with applicable rules and directives on representation. The Union will be provided 140 sq.ft. of office space.

Section B

The Parties agree labor organization notices or bulletins may be posted or distributed in designated areas at Employer activities. Literature posted or distributed within an activity must not violate any law, the security of an activity, or contain scurrilous or libelous material. Labor organizations are responsible for the contents and distribution of their literature. Violation of standards concerning content and distribution of literature are grounds for revocation of the privilege.

SECTION C

In order to more expeditiously resolve representational matters pertaining to labor management relations, the Employer agrees to provide the Union use of production facilities for quick copy service. A total of 100 copies per month will be adhered to. The Union President or his/her designated representative will be authorized to use these facilities.

SECTION D

The Employer agrees to provide and locate a highly visible, highly conspicuous (4 feet by 6 feet) sign in the proximity of the front gate of Dyess Air Force Base adjacent to Arnold Boulevard, and to perform necessary maintenance on said sign as required. Sign will be emblazoned with the AFGE shield and will read "Dyess AFB, Home of American Federation of Government Employees Local 2356."

SECTION E

The Employer agreed to provide the union with a computer on a one-time basis. The Parties agree the Union will be responsible for paper, printing and LAN access.

ARTICLE 16
ANNUAL LEAVE

SECTION A

Employees shall earn and accumulate annual leave in accordance with applicable laws and directives. Annual leave will be granted to employees at the discretion of the Agency based on the employee's request and management's consideration of mission requirements (e.g. workload, staffing and training), and normally will not be denied when the employee may otherwise lose leave because of maximum documentation or forfeiture rules.

SECTION B

Annual leave schedules covering each employee's tentatively planned leave for vacation purposes during the leave year will be prepared by supervisors at the beginning of each leave year to the extent practicable. Each January, employees will submit an annual leave plan for periods of 1 week or more.

Employee requests for leave for periods of other than the above shall be granted whenever possible, consistent with workload requirements. When conflicts in requests arise, or when it becomes necessary to restrict use of leave requests will be granted on a first come/first serve basis in accordance with Agency operating needs and the necessity for having certain skills available.

SECTION C

Requests for occasional, unscheduled leave shall be submitted at least 24 hours in advance, whenever possible. The supervisor will advise the employee as promptly as possible whether leave is approved or not, and explain any denials. If the employee's request for a day or days for which more requests have been received than can be approved consistent with work requirements, approval will be granted on the basis of the earlier requests received. Where the basis for the request for unscheduled leave could not have been foreseen 24 hours in advance, the employee will make the request no later than 1 hour after the start of his/her shift, or as soon as possible.

SECTION D

If the Agency cannot avoid canceling previously scheduled leave because of workload or emergency requirements, or when unscheduled leave is denied, the reason for such action will be explained to the affected employee at the earliest possible time, and every effort will be made to reschedule or approve leave for the employee at another time most nearly related to their preference.

SECTION E

Annual leave for emergency purposes may be requested when unforeseen circumstances prevent the request and approval of leave in advance and will be considered subject to workload requirements and the need for the employee's services as stated in Section 1-D above. If the person receiving the request is someone other than the employee's immediate

supervisor, the employee will also provide information as to how he/she may be contacted if the supervisor desires to do so. All such information received will be relayed to the supervisor (or designee). It is understood that call-in requests for leave will not normally be approved in cases where there is considered to be insufficient justifications for the absence such that leave could have been requested in advance.

SECTION F

Care will be exercised by supervisors to prevent a forfeiture of annual leave because of maximum carry out restrictions. To avoid forfeiture of annual leave, employees will be reminded to have use or lose scheduled and approved no later than the beginning of the third pay period from the end of the leave year.

ARTICLE 17

SICK LEAVE

SECTION A

Employees will accrue sick leave in accordance with statute and appropriate directives. Sick leave is an employee benefit to be used by an employee for absence required by illness, injury, medical appointments, pregnancy and medical confinement, or to give care and attendance to a member(s) of his/her immediate family who is ill with a contagious disease and when through exposure to it, the presence of the employee at work would jeopardize the health of others. The insurance and retirement values of sick leave are jointly recognized and employees will be encouraged to conserve leave so they may receive full pay during a prolonged absence due to illness or injury. The Agency may also grant sick leave in accordance with the provisions of the Family Friendly Leave Act.

SECTION B

An employee who is unable to report to work due to incapacitation due to illness or injury or for other unexpected reasons for which sick leave may be granted is responsible for seeing that notification is given to the immediate supervisor or designee normally, but no later than, 1 hour, or as soon as possible after the start of the shift on the first day of the absence. Supervisors must ensure that all employees are aware of their responsibility for requesting sick leave and the conditions under which sick leave is approved. The employer recognizes there may be circumstances that preclude strict compliance with this requirement, and therefore agrees to consider an explanation from the employee when adequate notification has not been provided. When the physician recommends an employee should be sent home on sick leave, the employee must notify a supervisor before leaving for the day. Further, the employee must call in the next workday to request sick leave, the employee must advise his supervisor of the date he is estimated to return to duty. If the employee's incapacitation exceeds that date, the employee must contact his/her supervisor and request additional sick leave. Sick leave will not be automatically authorized without being requested.

SECTION C

Employees seeking medical, dental or optical examinations or treatment shall make every effort to schedule such appointments after working hours or on non-workdays. Where this is impractical, requests for sick leave to cover such examinations or treatment, on other than an emergency basis, shall be submitted for approval as far in advance as possible, and shall specify the date and time of the appointment.

SECTION D

Employees shall not normally be requested to furnish a medical certificate to substantiate a request for sick leave unless the absence exceeds 3 consecutive workdays. In individual cases where the Agency has reason to believe that an employee is abusing/misusing sick leave, the employee may be required to provide acceptable medical documentation (5 CFR 339.104) to substantiate each request for sick leave due to claimed illness, regardless of duration. In such cases, the Agency will first advise the employee of the questionable sick leave record and will inform the employee of the reason(s) for the evaluation. During this meeting the employee may

be represented by the Union. The employee's sick leave record upon which this evaluation is based will be made available to the employee during the meeting. At this time, the employee will be advised to submit acceptable medical certification to substantiate all future requests for unscheduled sick leave due to illness. Written notice of this requirement shall, as a minimum, inform the employee of the starting date of the requirement and any provisions for review of the notice and shall explain fully the reasons for believing the employee is abusing/misusing sick leave. It is agreed these notices shall not be based on absences lasting more than 3 workdays where medical documentation has been provided. These notices will not be made a part of the employee's permanent record. This requirement will be reviewed with the employee every 6 months and will be rescinded in writing at such time as sustained improvement in the employee's sick leave record warrants.

ARTICLE 18

COURT LEAVE

SECTION A

In accordance with applicable directives, an employee will be authorized absence from work status without charge to leave or loss of pay, to which the employee is otherwise entitled, when the employee serves as a witness or as a juror in connection with a judicial proceeding on behalf of the Federal, State, or Local Government. Court leave is leave of absence from duty without loss of pay or charge to annual leave to perform jury duty in a Federal, State, or Municipal Court or to serve as witness for the United States, the District of Columbia, or state or local government, including a military court.

SECTION B

It is Agency's policy not to request employees be excused from jury duty on the basis of their employment except in cases of extreme necessity.

Court leave can only be granted for those days and hours the employee would otherwise be in a pay status. The Union agrees employees are to return to work if excused by the court, unless the supervisor determines the employee's return would be impractical. If excused early from jury duty, the employee should contact the supervisor for a determination of their work status for the remainder of the worker day. Failure to do so could result in a charge to annual leave, leave without pay (LWOP), or absence without leave (AWOL) for the excess time involved. In lieu of working any excess periods, the employee may opt to request annual leave or leave without pay.

When an employee is called for jury duty or witness duty, the court order, subpoena, summons or official request must be provided to the supervisor. When the employee returns to duty, he/she should provide official written evidence of attendance in court showing the dates and hours to support the appropriate recording on the employee's Time and Attendance Sheet.

ARTICLE 19

OTHER LEAVE

SECTION A – ADMINISTRATIVE EXCUSAL

An employee who is an official or representative of a recognized labor organization may be granted Administrative Excusal to attend training sponsored by that organization when such training is within the scope of the Civil Service Reform Act of 1978 and applicable Air Force regulations. A request for Administrative Excusal for such training is considered on the basis of the following factors:

1. The Union representatives may be granted Administrative Excusal to receive information, briefing or orientation not sponsored by the Employer but which relates to matters of mutual concern and benefit to the Employer and the Union. Request for use of this excusal will be submitted to the Employer for consideration on a case-by-case basis. The Union bears the responsibility for showing in what way the representative's participation in the meeting, seminar or conference will have the required benefit for the Employer. Approval of Administrative Excuse will be contingent on the Employer's determination that the Union representative can be spared from his/her official job assignment.
2. A cumulative total of no more than 40 hours Administrative Excuse will be granted the Union in a normal 12-month period. A request in excess of 40 hours in a 12-month period is approved only when unusual circumstances clearly justify such approval.

SECTION B – LEAVE WITHOUT PAY

Leave Without Pay may be granted an employee for up to 12 months. The employee may elect to continue present enrollment in health benefits and life insurance during Leave Without Pay, but he/she must pay the employing office both the employee's withholding and the government's contribution to cover the premium cost. A request of extension of Leave Without Pay past 12 months will be scrutinized carefully by the Commander or his/her designated representative for a determination that it is in the interest of the Air Force to grant such extension.

SECTION C – FAMILY MEDICAL LEAVE ACT (FMLA)

The Agency will administer the FMLA in accordance with applicable laws and directives. Some of the entitlements are as follows:

1. Eligible employees are entitled to 12 weeks of unpaid leave for the birth, adoption or foster placement of an employee's child; to care for a spouse, parent, son or daughter with serious health conditions, or where because of serious health condition, the employee is unable to perform the functions of his/her position.
2. Whenever an employee's leave is foreseeable, the employee must notify his/her supervisor at least 30 days before the leave is anticipated to begin. If however, the nature of the leave requires that it begin in less than 30 days, the employee must notify his/her supervisor as soon as possible.

3. An employee shall continue to be covered by applicable group health plan during the covered leave, as long as the employee covers the premium cost.

4. Except as otherwise permitted by the FMLA, following a leave of absence granted pursuant to the Act, an employee shall be returned to the same position or to an equivalent position with equivalent pay and benefits.

5. Employees may elect to substitute accrued annual leave or sick leave for Leave Without Pay consistent with current laws and directives for any or all parts of the 12-week entitlement.

SECTION D

An employee may be granted Annual Leave or Leave Without Pay, as appropriate to the individual case, to carry out legal, parental or other responsibilities in connection with the adoption of a child.

ARTICLE 20

EMPLOYEE SERVICES

SECTION A

The Employer agrees, when requested by the concerned employee, and when feasible, to provide a special parking space for employees with severe handicaps which impede walking. The individual employee will provide a medical certificate that his/her handicap justifies the need for the special parking space.

SECTION B

The Employer agrees that every reasonable effort will be made to provide adequate and convenient parking facilities for all employees of the installation. The Employer agrees to provide the Union President a reserved parking space in as close proximity to his/her work as practicable.

SECTION C

Entrances to the installation will be opened at time of shift changes to accommodate peak load traffic, subject to security and manning capabilities of the Employer.

SECTION D

In accordance with appropriate regulations, employees have the right to excused time to exercise their right to vote. Prior coordination and/or approval with the appropriate supervisor is required.

SECTION E – EMPLOYEE RECORDS

1. Employees have the right to inspect their own official Personnel Folder on official time subject to the approval of the supervisor. A copy of the file would have to be requested from the Air Force Personnel Center.
2. The employee shall be given a copy of any document in his/her Official Personnel Folder upon request to the Civilian Personnel Element.
3. The Automated Supervisor's Employee Brief, and any attachments, is the supervisor's personal and confidential record of subordinate employees. The Parties agree that access to the Automated Supervisor's Employee Brief will be limited to the supervisor, employee and persons having an official need to know. The immediate supervisor will insure that the Automated Supervisor's Employee Brief is protected from unauthorized access.
4. An employee will have access to his/her own medical records in accordance with applicable directives.

SECTION F

The Employer shall assure employees who are physically disqualified for their current assignments receive appropriate orientation for any placements in other positions.

ARTICLE 21

DRUG AND ALCOHOL ABUSE PROGRAM

SECTION A

The Employer agrees to keep the Union informed of the Drug and Alcohol Abuse Program. The union agrees to assist the program and employees by supporting the rehabilitation effort and advising the troubled employee to take advantage of rehabilitation.

SECTION B

The parties agree that drug and alcohol abuse are illnesses that directly impair job performance. They can be prevented and treated. Employees who are substance abusers will be given consideration and help the same as employees with other health problems. The objective is to improve the health and productivity of the employee.

1. When treatment of abuse is appropriate, leave is granted for rehabilitation sessions, medical treatment and any other rehabilitative activity.
2. Implementation and administration of this program will be in strict accordance with applicable directives.

ARTICLE 22

POSITION DESCRIPTION AND CORE DOCUMENTS

SECTION A

Position descriptions and core documents will be developed based upon the duties and responsibilities the supervisor has assigned to the position. All identical positions in the same job classification within the same organizational unit to which the positions are assigned will be covered with the same position description or core document. The phrase "other duties as assigned" shall mean "job related" duties in the position description or core document. Position descriptions and core documents containing "other duties as assigned" will not be used as a basis for assigning duties to an employee on a recurring basis which are unrelated to his/her principal duties.

SECTION B

Each employee and his/her supervisor will be furnished copies of the applicable job description or core document and any subsequent changes when they occur.

SECTION C

The Union recognizes that the Employer has the right to assign personnel to carry out the mission of the Employer.

ARTICLE 23

DETAILS

SECTION A

Details are official personnel actions by which an employee receives credit for experience and training while assigned away from their official position, but receives the salary attached to the official position. Informal details of less than 30 days will require explanation of the job requirements by the immediate supervisor. Details to positions or work assignments should be based on a bona fide need and will be in accordance with the spirit and intent of applicable laws and directives.

SECTION B

Details are intended only for meeting temporary needs of the Agency's work requirement when necessary services cannot be obtained by other desirable or practicable means. The Employer is responsible for keeping details within the shortest practicable time limit and assuring that the details do not compromise the open-competitive principle of the Merit System or the principles of Job Evaluation. Except for brief periods, employees should not be detailed to perform work of a higher grade level unless there are compelling reasons for doing so. If a detail of more than 120 days is made to a higher grade position, or to a position with known promotion potential, it must be made under competitive promotion procedures. Should the requirements of the Agency necessitate an employee being detailed to a lower level position, this will in no way adversely affect the employee's salary or classification. The failure or refusal by an employee to perform on detail may be the basis for disciplinary action. Nothing in this Article shall be construed as limiting the employee's right to utilize the Negotiated Grievance Procedure.

SECTION C

Any employee detailed to another position for more than 30 days shall be given a position description, core document, or statement of duties or tasks to be performed. Details in excess of 30 days will be reported on the appropriate form and maintained as a permanent record in the Official Personnel Folder. Such reporting is not required for a detail of an employee to perform duties of a position which is either an identical additional position or a position of the same grade, series and basic duties as the position the employee is regularly assigned.

SECTION D

In the event it is proposed to extend a detail beyond 120 calendar days, the Employer will notify the employee. If the employee has objections to the extension, such objections will be made known to the Employer at the time of notification. The Employer will give fair consideration to the employee's concerns.

ARTICLE 24

POSITION CLASSIFICATION

SECTION A

The parties agree that position classification policy is:

1. Proper and timely classification of positions.
2. Pay under each system must be based on the principle of equal pay for substantially equal work. Pay rates will be related to the level of difficulty, responsibility and qualification requirements of the position.
3. Supervisors will participate to the optimum extent in the classification process at all management levels.
4. The classification program for each Air Force activity will be in accordance with defined objectives disseminated to participants.
5. To provide the most economical staffing and grading pattern consistent with efficiency. Positions will not be upgraded unless they clearly meet all requirements for the higher grade.

SECTION B

Any employee in the Unit who believes that his/her position is improperly classified will first consult with his/her supervisor for information and guidance as to the basis for the classification of the position. Consultation may also be arranged for the employee by the supervisor, as necessary with appropriate representatives of the Civilian Personnel Element in an effort to informally resolve the employee's dissatisfaction.

SECTION C

In the event the employee's dissatisfaction concerning the classification of his/her position cannot be informally resolved, he/she will be informed by the supervisor of the appeal procedures available to him/her. The employee will be informed that he/she may designate a representative of his/her choosing, except that the representative may not be a supervisor with line or staff authority over the position, or any official having classification authority over the position.

SECTION D

It is agreed that employees will be informed by their supervisors of any determination to downgrade or upgrade the position as a result of classification action.

ARTICLE 25

WAGE GRADE SURVEYS

SECTION A

The Employer agrees to notify the Union of the starting date of a wage survey as soon as notified of the starting date.

SECTION B

It is agreed that joint participation by the Employer and Union in a Locality Wage Survey shall be in compliance with the provisions of the Federal Wage System in accordance with current responsibilities and requirements as published by the Office of Personnel Management in the Federal Personnel Manual.

SECTION C

The Union and Employer nominees selected for participation in wage survey function, under the provisions of the Federal Wage System will be bound to retain in strict confidence any rate data obtained from individual companies or private employers. Any employee who violates this confidence will be subject to disciplinary action in accordance with the procedures published by the Office of Personnel Management in that portion of the applicable regulation which covers responsibilities under Federal Wage System.

SECTION D

It is agreed that the Union may submit recommendations regarding companies which should be covered, geographical area to be included in survey, special jobs for which rate data is needed and other pertinent data. The Union agrees that such recommendations shall be consistent with current with current authorities, limitations and procedures outlined for Federal Wage System as published in the Federal Personnel Manual by the Office of Personnel Management.

ARTICLE 26

HOURS OF WORK – TOUR OF DUTY

SECTION A

The normal tour of duty for Air Force employees is five 8-hour days, Monday through Friday. Daily tours of duty normally are scheduled on the same hours each day and include no breaks in excess of 1 hour. An individual employee's regular workday and workweek shall not be changed solely to prevent the necessity of overtime. An individual and their supervisor may set up an uncommon tour of duty for exercise purposes, educational purposes, etc., subject to approval of the chain of command.

SECTION B

Uncommon tours of duty will be established when necessary for efficient operation or when the cost of operations can thus be reduced without imposing undue hardship on employees.

SECTION C

A minimum of 1 week's notice should be given when employees are to be assigned to a different tour of duty or to different hours of duty unless a specific exception has been granted by the Squadron Commander, subject to emergency workloads. Employees will be notified as far in advance as possible. Assignment to the same tour of duty and the same daily hours of work will be for minimum periods of 2 weeks except when a change is required to avoid seriously hampering operations. Frequent changes (particularly from day to night work) must be kept to a minimum.

SECTION D

Short rest periods during the daily tour of duty may be granted when the Supervisor believes they will be of benefit to the service. Supervisors notify the employees of their established rest period policy. Criteria to be followed in determining the justification for granting rest periods are:

1. Protection of employees' health by relief from hazardous work or work which requires continual or considerable physical exertion.
2. Reduction of accident rate by removal of the fatigue potential
3. Work in confined spaces or in areas where normal personal activities are restricted.
4. Possible increase in or maintenance of high quality or quantity production attributable to the rest period.

SECTION E

Rest periods will not be continuations of lunch periods under any circumstances. The aggregate period of rest will not exceed 15 minutes during each 4 hours of continuous work.

SECTION F

The Employer will allow employees reasonable cleanup time prior to the end of each shift for the purpose of returning tools, cleaning up work areas and machinery, and for personal hygiene.

ARTICLE 27

TRAVEL PAY AND PER DIEM

SECTION A

Employees traveling on official business are expected to exercise the same care that a reasonable and prudent person would exercise if traveling on personal business. Unnecessary and unjustified delays, luxury accommodations, circuitous routes in the performance of the mission are not normally considered acceptable as exercising prudence.

SECTION B

The date for beginning and completion of travel normally will be shown in travel orders. Insofar as practicable, travel during non-duty hours should not be required of an employee. When it is essential that this be required and the employee may not be paid overtime under appropriate regulations, the official concerned shall record his/her reasons for ordering travel at those hours and shall, upon request, furnish a copy of his/her statement to the employee concerned.

SECTION C

With respect to pay, all regular full-time employees are considered to be on a duty status during the time spent in authorized temporary duty travel within the regularly scheduled duty hours on their regularly scheduled duty day and are paid their regular salary in accordance with appropriate directives.

SECTION D

Travel and per diem will be paid in accordance with Joint Travel Regulation (JTR) entitlements. Employees will file their travel vouchers in a timely manner, IAW appropriate directives.

SECTION E

Employees will be subject to use the government travel card. Employees are required to pay their travel bill upon receipt. Employees are expected to utilize the travel card for official use only. Employees who misuse the travel card will be subject to disciplinary action as appropriate.

ARTICLE 28
OVERTIME PAY

SECTION A

Authorized and approved hours of work in excess of the basic 40-hour workweek, or work in excess of 8 hours in 1 day, whichever is greater, is overtime work, with certain exceptions as stated in appropriate pay regulations

SECTION B

The Union agrees that the administration of any necessary overtime work (including the nature of the work, the need for special skills, the priority of productive or support effort and the number of employees required) is solely a function of the Employer. Overtime work must be ordered by the appropriate supervisor and approved in writing by the official designated by the Employer to authorize payment of overtime. Such approval must be obtained before the work is performed except in an emergency when it must be made a matter of record to later than the next following workday, and after telephone approval by the designated approving official.

SECTION C

An employee may be required to perform overtime work on non-workdays; however, such work will be kept to an absolute minimum. The Employer will consider health and safety factors when assigning overtime work. Overtime will not be authorized for time spent awaiting transportation, because of breakdown or other unavoidable unscheduled delay. Payment of overtime during periods of training is prohibited unless specifically excepted by appropriate directives. This prohibition also applies to time spent traveling in connection with training. Overtime assignments shall be made fairly and not as a reward or punishment.

SECTION D

In proven cases of employees missing overtime opportunities through no fault of the employees, the matter is solved by offering the employee the opportunity to perform the overtime if and when required. In this scenario, if an employee chooses not to work the overtime, the matter is final.

ARTICLE 29

HOLIDAY DUTY

SECTION A

Work on holidays or days designated as observed days will no be required unless justified by unusual circumstances or the maintenance of essential services is involved. When work is ordered on a holiday or an observed day, administrative approval will be indicated in the same manner as prescribed for irregular and occasional overtime. This requirement does not apply to tours of duty regularly scheduled on a holiday or an observed day for employees engaged in essential services such as fire fighters, hospital employees or other service personnel.

SECTION B

Employees who are entitled to their regular straight-time pay for a holiday on which no work is performed are entitled to additional holiday premium pay for work performed on a holiday during the hours of their regularly scheduled 40-hour basic workweek. Holiday premium pay is at a rate equal to the employee's basic rate of compensation (this does not include night differential for Classification Act employees) for all time worked on the holiday during the hours of the employee's regular tour of duty, but not to exceed 8 hours. An employee who works on a holiday is paid for at least 2 hours of work. If employees are called back to duty on a holiday, performs continuous duty covering a portion of their regular duty hours and unscheduled overtime beyond the regular duty hours, they are paid holiday premium pay for the actual time worked within their regular duty hours and at least 2 hours at the overtime rate for the period outside their regular duty hours.

ARTICLE 30

EVALUATION OF PERFORMANCE

SECTION A

The Parties agree that high job performance by employees is vital to the accomplishment of the mission and that appropriate directives shall govern the Performance Rating Program. The Union agrees that evaluation of performance is governed by the Civil Service Reform Act of 1978, applicable office of Personnel Management and Air Force directives.

SECTION B

Employees are encouraged to participate in the development of elements and standards for their positions. Work plans will be discussed with the employee and a copy given the employee. Changes in duties and/or the work plan will be discussed with the employee and coordinated with the CPE. When the rating is assigned, the supervisor will furnish a copy and will discuss it with the employee and annotate the discussion and rating on the Automated Supervisor's Employee Brief. The employee will be given an opportunity to sign the appraisal. Signing the form does not indicate the employee agrees with the appraisal. A rating of at least "Acceptable" is required for eligibility for Within Grade Increase or consideration for promotion. When an employee has been informed that his/her performance is below the acceptable level, the supervisor will promptly initiate efforts to help the employee overcome deficiencies. Upon request of any employee, his/her supervisor will discuss the employee's performance and the supervisor's appraisal of the performance.

SECTION C

Employers are required to provide sound, solid and honest feedback to their employees 60 to 90 days after the rating period begins and again at midterm of the rating cycle. Periodic feedback should be documented using the AF Form 860b. Employees should know what is expected of them and they should be given the opportunity to exceed their standards.

ARTICLE 31

MERIT PROMOTION PROGRAM

SECTION A

It is agreed that the Employer and the Union will adhere to and support the principles and spirit of the Merit Promotion Plan.

SECTION B

In the selection for promotion of qualified individuals, there will be no discrimination because of race, color, religion, sex, nation origin, lawful political affiliation, marital status, age or membership or non-membership in an employee organization as defined in rules, directives or executive orders. Physically handicapped persons will be considered on an equal basis with other candidates, provided they can perform the duties of the position.

SECTION C

An employee who believes that they were deprived of promotion consideration because their experience was not properly credited under governing qualification standards, that they were incorrectly ranked, or that the terms of the Plan were not otherwise followed, will discuss their complaint initially with the Civilian Personnel Officer, or their representative, in an effort to obtain informal resolution. Mere failure to be selected for promotion where proper promotion procedures were used (that is, non-selection from among a group of properly ranked and certified candidates) is not a valid basis for a formal complaint.

SECTION D

To improve morale and to decrease interpretive errors by employees not certified through the merit promotion procedures to the selecting official, the Employer agrees to provide, upon the employee's request, special counseling to include information and reasons for non-certification.

SECTION E

The Employer will utilize to the fullest extent the present skills of employees, including the redesigning of jobs where feasible, and will provide the maximum feasible opportunity to employees to enhance their skills through on-the-job training, work-study programs, and other training measures so that they may perform at their highest potential and advance in accordance with their abilities. All actions of this type, however, shall be consistent with applicable rules and regulations, available resources, and in the best interest of the Agency and its employees.

SECTION F

The employee will be responsible for filing a resume to apply for Merit Promotion positions. A sample resume will be posted on the AFPC web site.

ARTICLE 32

DISCIPLINARY/ADVERSE ACTION

SECTION A

The Employers disciplinary policy will be constructive, having the basic objective of correcting and rehabilitating rather than punishing and penalizing. All discipline will be in accordance with applicable directives.

SECTION B

A disciplinary action is defined as a oral admonishment, a written reprimand, a suspension, a removal, and in some cases, reduction in grade or pay.

SECTION C

Suspensions and reprimands will require written advanced notice. This notice shall contain reasons for the proposed action. This notice shall inform the employee of the rights of representation, consultation, and how to request extension of time period for response. Employee will be given notice of final decision. This notice shall contain all pertinent information and reasons found sustained for action and inform employee of his/her rights.

SECTION D

Oral admonishment being the least severe disciplinary measure, it shall be administered constructively and discussed between the supervisor and employee in private. If the employee so desires, a union representative may be present.

SECTION E

Adverse action is defined as a removal, a suspension of 15 days or more, a reduction in grade and/or pay, or furlough for 30 days or less. Adverse actions shall be for just and sufficient cause. All disciplinary actions will be coordinated through the CPE and Legal. The Employer will give an advance written notice of adverse actions. This notice will state reasons for proposed action, outline employee's response rights, and shall indicate reasons found sustained for action and inform the employee of his/her rights.

SECTION F

Employees and their union representative will have access to all information used to support the proposed or decision process, including copies if requested.

ARTICLE 33

REDUCTION IN FORCE/TRANSFER OF FUNCTION

SECTION A

A reduction in force (RIF) occurs when the Employer releases an employee from his/her competitive level by separation, demotion, furlough for more than 30 days or reassignment requiring displacement, when lack of work or funds, reorganization, reclassification due to a change of duties or the need to make a place for a person exercising reemployment or restoration rights requires the Agency to release the employee.

SECTION B

The Employer recognizes the value of retaining the skills of current employees. When the Employer becomes aware of the necessity to conduct a RIF, it will assess its manpower need subject to budgetary and manpower restrictions. The Employer may consider alternative placement actions.

SECTION C

All employees affected by a RIF are entitled to proper and timely notice. The Employer shall provide a specific written notice to each employee affected by a RIF action. The Union is entitled to, upon request, any relevant documents or information concerning the RIF which the Employer has available, excluding classified and "eyes only" information, and information precluded by release by the Privacy Act, etc.

SECTION D

In the event of a RIF, existing agency vacancies will normally be utilized to the maximum extent to place employees who would otherwise be separated from the service in continuing positions. The Employer shall use every good faith effort to make the best offer possible to each employee. The employee's response shall be in accordance with applicable directives and failure to respond shall be considered a rejection of the offer. Any career or career-conditional employee who is separated because of RIF will be placed on the appropriate priority placement list in accordance with the eligibility provisions of applicable directives. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

SECTION E – TRANSFER OF FUNCTION

A Transfer of Function means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive area(s) affected; or, the movement of the competitive area in which the function is performed to another commuting area.

ARTICLE 34

COMMERCIAL ACTIVITY/CONTRACTING OUT

SECTION A

It shall be the policy of the Employer to consult openly and fully with the Union regarding any review of a function for contracting out or consideration of contracting out of a new or revised function. The Employer agrees to notify the Union within 5 workdays after final notification from Air Force that the official notification of the proceed to study is approved.

SECTION B

The Employer will include Union representation on the installation oversight or advisory/steering group when an A-76 cost study is being conducted. However, Union representative(s) will not participate in the deliberative and decision making process, and all advisory/steering group members will be bound not to release any procurement sensitive information.

SECTION C

The Union shall be included in any training sessions on preparation of a commercial activity review.

SECTION D

The Employer agrees to consult with the Union on a regular basis during the development and preparation of the Statement of Work and to consider the views of the employees performing the tasks subject to the commercial activity review. The purpose of this consultation is to ensure that the Most Efficient Organization (MEO) is both cost effective and capable of performing the tasks set forth in the Performance Work Statement. (10 U.S.C. Section 2467 (b) (1988). The Union understands this information may be procurement sensitive and agrees to treat it as such. This information will not be provided to the Union if the Union is to be a bidder.

SECTION E

The Employer will notify and consult with the Union concerning any proposal to contract work in A-76 studies.

SECTION F

The Employer will provide the Union copies of the pertinent information concerning all cost studies, specifically to include: the invitation for bid (IFB); abstract of bids; correspondence from his/her authority directing the cost of study; correspondence from the Department of Labor regarding certification of a wage rate; the performance work statement; the "milestone" chart or similar document setting forth the estimated duties for the contracting out process; all changes to the performance work statement; all bidder questions and activity answers related to the performance statement. The Union will have 10 calendar days to review and respond to each of the above. All data will be corrected where the Union demonstrates that it is not valid or prepared in accordance with existing directives.

SECTION G

Management will include a Union representative in the “walk through” by bidders of the function under review. Contracting is responsible for notifying the Employer of the appointment times.

SECTION H

Management recognizes the “right of first refusal” required by OMB Circular A-76, Part I, Chapter 3© at 1-18 which provides that the contractor will grant those Federal employees displaced by conversion to contract with the right of first refusal of employment openings created by the contractor. Refusing the right of first refusal because of displacement due to contracting-out shall not deny a unit employee of any rights they might otherwise have under applicable reduction-in-force (RIF) procedures.

SECTION I

Prior to implementation of any decision to contract-out, management shall negotiate with the Union to the fullest extent allowed by law. These negotiations shall be conducted in accordance with the terms of the Negotiation Article of this Agreement.

SECTION J

The Employer agrees to take all possible actions to minimize the impact on employees when a function is contracted out. Affected employees will be reassigned and/or retrained to the maximum extent possible. Maximum retention of career employee shall be achieved by considering attrition patterns and restricting new hires.

SECTION K

Issues appealable exclusively under specific OMB procedures may be appealed through these procedures only. Other issues may be appealed through the negotiated grievance procedures in the Agreement.

ARTICLE 35

PAYROLL WITHHOLDING OF DUES

SECTION A

The Employer agrees to permit eligible employees to pay dues to the Union through authorization of voluntary allotments from their earnings, provided that the employee who so requests:

1. Is a member in good standing in the Union so certified to Defense Finance and Accounting Service (DFAS), Civilian Pay Section by the Union;
2. Has voluntarily completed a Standard form 1187; and,
3. Receives compensation sufficient to cover the total amount of the allotment after all other legal deductions have been made.

SECTION B

The Union agrees to assume the responsibilities for:

1. Informing and educating its members on the voluntary nature of the system for the allotment of Union dues, including the conditions under which the allotment may be revoked.
2. Purchasing and distributing to its member copies of the Standard Form 1187.
3. Notifying DFAS, Civilian Pay Section, through the Civilian Personnel Element in writing of:
 - a. The names and titles of officials authorized to make the necessary certification of Standard Form 1187 in accordance with this article.
 - b. The name, title and address of the allotted (bank) to whom remittance should be sent;
 - c. Any change in the amount of membership dues; and,
 - d. The name of any employee who has been expelled or ceases to be a member in good standing in the Union within 3 calendar days of the date of such final determination.
4. Forwarding properly executed and certified Standard Form 1187 to DFAS, Civilian Pay Section, through the Civilian Personnel Element on a timely basis.
5. Promptly forwarding an employee's revocation (Standard Form 1188) to the Civilian Personnel Element when such revocation is submitted by the employee to the labor organization.
6. If deductions are stopped temporarily because of insufficient salary or other reasons, back dues will be collected directly by the Union.

SECTION C

The Employer agrees that it is responsible for:

1. Permitting and processing voluntary allotment of dues or revocations thereof in accordance with this Article
2. Withholding dues on a pay period basis.

ARTICLE 36

NEGOTIATED GRIEVANCE PROCEDURE

SECTION A

The purpose of this Article is to establish a procedure to resolve grievances. This negotiation procedure shall be the sole and exclusive procedure available to employees who are members of the Bargaining Unit, the Union and the Employer for resolving grievances, which fall within its coverage. A grievance is defined as any dispute over the interpretation or application of this Agreement or any other matter of personal concern or dissatisfaction to an employee of the Bargaining Unit, which is related to his/her employment and subject to the control of the Employer concerning an alleged violation of a law, rule or directive that affects conditions of employment.

SECTION B

The following matters are excluded from coverage of this procedure:

- a. Non-selection for promotion from a group of properly ranked and certified candidates.
- b. Written notices of proposed disciplinary action.
- c. Non-adoption of a suggestion or disapproval of quality step increases, or performance award, or any other type of honorary or discretionary award.
- d. Appeals previously made under a statutory appeals procedure.
- e. Termination of probationary employees.
- f. Health and safety violations filed under 29 CFR 1960 (OSHA).
- g. Violations related to prohibited personnel practices.
- h. Matters concerning retirement, life insurance or health insurance.
- i. Suspensions or removals relating to actions involving national security.
- j. Actions terminating a temporary promotion and returning a Bargaining Unit employee to the position from which he/she was temporarily promoted or to an equivalent position.
- k. Any claimed violation relating to prohibited political activities.
- l. Any examination, certification or appointment.
- m. Any classification of any Bargaining Unit position which does not result in the reduction in grade or pay of a Bargaining Unit employee.
- n. Appeal of an action affected under Reduction in Force, Transfer of Function or classification demotion (Change to Lower Grade) procedures.
- o. Any other matters specifically excluded as stated in other Articles of this Agreement.

SECTION C

This Negotiated Grievance Procedure shall be the exclusive procedure available to the Union and the employees in the Bargaining Unit for resolving such grievances, except as provided in Section D of this Article.

SECTION D APPEAL AND GRIEVANCE OPTIONS

An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance or action taken under 5 U.S.C. 7121 may at his/her option raise the matter under a Statutory Appellate Procedure or the Negotiated Procedure, but not both. An

employee shall be deemed to have exercised his/her option under this section only when the employee files a timely notice of appeal or, in the case of discrimination, initiates an action under the Statutory Appellate Procedure or files a timely grievance in writing under the Negotiated Grievance Procedure.

SECTION E – QUESTION OF GRIEVABILITY

In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The Employer agrees to raise any question of grievability or arbitrability of a grievance prior to the time limit for the written answer in Section G, as appropriate. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

SECTION F

Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Parties agree that every effort will be made by Management and the aggrieved party (or parties) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his/her performance, or his/her desirability to the organization. Reasonable time mutually agreed to by the leave-approving official and the Union representative during work hours will be allowed for the aggrieved employee and one Union representative to discuss, prepare for, and present a grievance, including attendance at meetings with Employer officials.

SECTION G

STEP 1 – Any grievance, shall first be taken up orally by the concerned employee or Union representative with the Labor Relations Officer (LRO) in an attempt to settle the matter. Grievances must be presented to the immediate supervisor within 15 calendar days from the date either the employee or Union first became aware of the grievance. The Union representative must be present if the employee so desires. However, if an employee(s) presents a grievance directly to the Employer for adjustment consistent with the terms of this agreement the Union may have an observer present.

STEP 2 – If the matter is not satisfactorily settled following the initial discussion, the Union representative and/or the employee may, within 5 working days, submit the matter in writing to the LRO who will establish a case file and submit the grievance to the second-level supervisor. The supervisor will meet with the Union representative and/or any aggrieved employee(s) within 7 workdays after receipt of the grievance. The Employer representative shall give the employee and/or steward a written answer within 7 workdays after the meeting.

STEP 3 – If the grievance is not settled at Step 2, the Union representative and/ or the employee may within 5 workdays, forward the grievance to the LRO for further consideration. The Commander, or his designee, will review the grievance, consult with the department head and the Union representative, and give the Union representative and/or the employee a written answer within 7 working days after receipt of the grievance. If the Commander is the second-level supervisor in step 2, skip step 3 and go directly to step 4.

STEP 4 – If the grievance is not satisfactorily settled at Step 3, the Union or the Employer may refer the matter to Arbitration. All time limits in this Article may be extended by mutual consent.

SECTION H – FORMAT FOR WRITTEN GRIEVANCES

The format for written grievances is contained at the back of this Agreement. Use of this format is mandatory for all written grievances.

SECTION I – UNION GRIEVANCE

Grievances which may impact more than one employee may be submitted with 15 calendar days from the date the employees became aware of the grievance. The Local President (or his/her designee) will submit such grievances in writing to the LRO within 5 workdays after receipt of grievance. The LRO will establish a meeting date within 7 workdays of receipt of the grievance. The Commander, or his/her designee, shall give the Local President a written answer within 10 workdays after the meeting. If the grievance is not settled by this method, the Union may refer the matter to arbitration. Nothing herein will preclude either party from attempting to settle such grievances informally at the appropriate level.

SECTION J – EMPLOYER GRIEVANCES

Should the Employer become aggrieved, the Employer representative will meet within 5 workdays from the date the Employer became aware of the grievance and discuss the matter informally with the Local President or his/her designee. In the event agreement cannot be reached as to the resolution of the Employer's grievance, the matter will be submitted in writing to the Union President who, within 10 workdays will issue a written decision. If this decision is not satisfactory to the Employer, the Employer may notify the Union of its intent to arbitrate the matter.

SECTION K

The initiator of a grievance may terminate it by written notification to the other party. Failure of the initiating party to comply with the time limits, or to proceed with prosecution of the grievance, authorizes the other party to cancel the grievance without mutually consented reason. Failure to render a decision within stated time limits authorizes the initiator to advance the grievance to the next step. All time limits in this Article may be extended by mutual consent.

SECTION L

If the Employer and the Union fail to settle any grievance processed under the Negotiated Grievance Procedure, such grievance, upon written request by either party within 15 calendar days after issuance of the Employer's or the Union's final decision, shall be submitted to arbitration.

SECTION M

Within 10 calendar days from the date of the request for arbitration, the Parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of impartial persons qualified to act as arbitrators. The Parties shall meet within 5 calendar days after receipt of

such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven and will then repeat this procedure. The Party striking the first name shall be determined by the flip of a coin. The remaining person shall be the dually appointed arbitrator.

SECTION N

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

SECTION O

Any matter which questions, directly or indirectly, the interpretation or application of the regulations or directives of higher authority, or of Agencies of appropriate authority outside the Department of Defense, will not proceed to Arbitration without a prior determination of this interpretation by the issuing office. The Parties specifically agree that the arbitrator will be bound by this interpretation. Absent an arbitrator's negative decision upon the arbitrability of a grievance, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing. However, the Parties may mutually agree otherwise in instances such as highly complex cases, which would involve several days of hearings.

SECTION P

In those matters where the Negotiated Grievance Procedures under this Agreement is used instead of the applicable adverse action appeal procedures, and if arbitration is invoked by either Party, the arbitrator shall be bound by the applicable law or regulation.

SECTION Q

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

SECTION R

Except as mutually agreed by the Parties, arbitration under this Article will be conducted as oral proceedings with no verbatim transcript and no filing of briefs. The Arbitrator's fee and the expense of the Arbitrator, including the cost of the transcript, if any, shall be borne equally by the Employer and the Union. Travel and per diem will be paid at not more than the maximum rate payable to DoD employees under the Joint Travel Regulation, Volume II. The arbitration hearing will be held, if possible, in the Employer's Premises at Dyess AFB during the regular day shift hours of the basic workweek. All participants in the hearing, if otherwise on official duty and in a pay status, shall remain in a duty and pay status.

SECTION S

The Arbitrator will be requested to render a decision as quickly as possible but in any event not later than 30 calendar days after the conclusion of the hearing. The Parties may mutually agree to extend this time limit.

SECTION T

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

ARTICLE 37

APPEALS

SECTION A

Appeals will be processed in strict accordance with applicable directives. Grievances over the interpretation or application of the Agreement will be processed under the provisions of Article 36, Negotiated Grievance Procedure.

ARTICLE 38

UNFAIR LABOR PRACTICES

SECTION A

The Parties agree that the purposes and policies of the Federal Labor Management Relations Statute can best be achieved by the cooperative efforts of all persons covered by the statute. To this end, it shall be the policy of the Employer and the Union to meet and, in good faith, attempt to resolve matters with respect to persons alleging Unfair Labor Practices and persons against whom such allegations are made prior to the filing of Unfair Labor Practice charges with the Federal Labor Relations Authority.

SECTION B

The Parties agree that any Unfair Labor Practice charge shall first be submitted in writing by the concerned employee or charging party to the appropriate Union representative or Employer representative. If the Unfair Labor Practice charge is not then resolved to the satisfaction of the complainant within 10 calendar days, the employee or charging party may then proceed to the Federal Labor Relations Authority with formal Unfair Labor Practice charges.

SECTION C

It is understood that this procedure will help expedite and promote settlements, allowing the Parties with the knowledge of and closest to labor management problems to deal with these problems firsthand. It is further understood that the Parties will have great freedom in fashioning remedies and that this procedure does not alter the requirement, based in law, that an Unfair Labor Practice charge must be filed within 6 months of the events giving rise to the Unfair Labor Practice.

ARTICLE 39
DISTRIBUTION

SECTION A

An initial issue of 25 copies of the Agreement and all supplemental agreements will be printed by the Employer and provided to the Union for its operation. The Union will be provided a list of eligible Bargaining Unit employees quarterly. The Employer will provide a copy of the Agreement to all new Bargaining Unit employees. The Employer will periodically announce that copies of the Agreement are available for the bulletin board.

ARTICLE 40

DURATION

SECTION A - EFFECTIVE DATE

This Agreement becomes effective on the date of approval by HQ ACC and shall remain in effect for 3 years from that date.

SECTION B - TERM

If either party desires to renegotiate the contract at the end of the 3-year period, they shall notify the other party no more than 105 days nor less than 60 days prior to the expiration date and each subsequent expiration date. The present contract shall remain in full force and effect during negotiations and until such time as a new contract is approved. If neither party serves notice of renegotiation, this contract shall automatically be renewed for an additional 3-year period.

SECTION C - SUPPLEMENTAL AGREEMENTS AFTER THE EFFECTIVE DATE OF THIS AGREEMENT

Upon mutual consent, the employer and union may negotiate supplemental agreements. The provisions of these supplemental agreements shall be effective on the date of approval by higher command. Supplemental agreements shall remain in effect until modified or superseded by mutual concurrence of both parties or until the termination of this basic Agreement.

SECTION D

In order to expedite the approval of this Agreement, the Parties agree that minor revisions or deletions may be made by Higher Headquarters in order to correct any regulatory or legal violations that it may contain.

Signed this day of 2012.

FOR THE UNION

FOR THE EMPLOYER

President, Local Lodge 2356
AFGE, AFL-CIO

Commander, 7th Bomb Wing

APPROVED: No exceptions to directives are intended or included.

NEGOTIATED GRIEVANCE PROCEDURE

Step 1: To be completed by the employee when filing a grievance under Article 36 of the Labor agreement Between Dyess Air Force Base and AFGE Local 2356

Employee's Name
(Please print or type)

Organization/Office symbol

Telephone Number

Union representative's name:

Organization/office symbol:

Telephone number:

Supervisor's name:

Organization/Office symbol

Telephone Number

Description of management action being grieved:

Specific remedy being sought:

Employee signature and date

FOR GRIEVANCE CERTIFICATION

TO: 7 FSS/FSMC
ATTENTION: Labor Relations Officer

I have reviewed this grievance and concur it is procedurally correct in accordance with the local Labor/Management Agreement for Dyess AFB Texas.

SIGNATURE AND DATE OF LOCAL UNION PRESIDENT OR HIS/HER DESIGNEE.

