

Dated: 13 Jan 06

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Memorandum of Agreement  
between  
The American Federation of Government  
Employees, Local 1347 AFL-CIO  
and  
Grand Forks Air Force Base, North Dakota

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Supersedes MOA dated 18 March 2000

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## *ARTICLE 1*

### **Recognition and Unit Determination**

**Section A.** The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit (as defined in Section B below). The Union recognizes its responsibility for representing the interests of all such employees without discrimination and without regard to Union membership with respect to grievances, personnel policies, practices, and working conditions. Nothing herein will bar any or all employees from joining the Union.

**Section B.** The Unit to which this Agreement is applicable is composed of all professional and nonprofessional Air Force civilian employees employed by Grand Forks AFB, North Dakota, and/or serviced by the Civilian Personnel Office, Grand Forks AFB, including on-base tenant organizations.

**EXCLUDED:** Employees paid from non-appropriated funds; supervisors; management officials; and employees described in 5 USC 7112(b)(2), (b)(3), (b)(4), (b)(6), (b)(7), (c)(1) and (c)(2).

## *ARTICLE 2*

### **Definitions**

The following definitions of terms used in this Agreement shall apply:

1. **Union-Management Meetings:** Meetings which are held for communication and exchange of views with the intent of agreeing on matters of mutual interest.
2. **Negotiation:** Bargaining by representatives of the Employer and the Union on appropriate issues relating to terms of employment, working conditions, and personnel policies and practices, with the view toward arriving at a formal agreement.
3. **Impasse:** The inability of representatives of the Employer and the Union to arrive at a mutually agreeable position concerning negotiable matters through the negotiation process.
4. **Negotiability Dispute:** A disagreement between the parties as to the negotiability of an item.
5. **Amendments:** Modifications of the Memorandum of Agreement, to delete or change portions, sections, or articles of Memorandum of Agreement.
6. **Supplements:** Additional articles, negotiated during the term of the Memorandum of Agreement to cover matters not adequately covered by the Memorandum of Agreement.
7. **Grievance:** A complaint submitted for adjustment relative to a matter of concern or dissatisfaction regarding personnel policies, practices, or working conditions.
8. **Union Official and/or Union Representative:** Any accredited National Representative of the Union, the duly elected or appointed officials of the Local, including Stewards.
9. **Consult/Consultation:** Management informs Union of an action and allows input and discussion, but retains the right to implement the action or decision.
10. **Seniority:** For the purposes of this agreement, Seniority is defined as the computed date which reflects total civilian service (SCD-CN).
11. **Employer:** In most cases, Employer is intended to mean any Management Official or Supervisor having the authority and/or responsibility for administering the terms of this Agreement.
12. **Employee:** Any individual Federal Civil Service employee included in the bargaining unit as defined in Article 1, Section B.

## **ARTICLE 3**

### **Employer - Union Cooperation**

**Section A.** The Employer will furnish to the Union a quarterly listing of all newly hired employees, those with a change in bargaining unit status, and those separating from employment for any reason. This list will include name, grade, and organizational address. Other items may be requested in writing. Additionally, the Employer agrees to annually provide AFGE Local 1347 a current computer list of all civilian employees serviced by GFAFB Civilian Personnel Office, showing name, grade, bargaining unit status and organizational address. These lists will be consistent with applicable laws and regulations.

**Section B.** The Union and the Employer agree to establish a Labor-Management Committee composed of not more than three (3) members representing each party. It may meet once a month, but not less than every three months, at a convenient location to be agreed to by the parties. Quarterly meetings will normally be held on the first Wednesday during the months of January, April, July, and October, unless otherwise agreed to. Minutes and proceedings of the meetings shall be kept by the Employer, and the Employer will provide the Union with a copy. Agenda items will be submitted by either party three (3) working days in advance of each scheduled meeting. This does not preclude either party from amending the agenda items prior to the meeting. The President of Local 1347 and Chief of Civilian Personnel Flight, or designee, shall meet at a minimum of once a month, at a time and date mutually agreed upon.

**Section C.** The Labor-Management Committee shall have as its purpose, and shall give consideration to such matters as the interpretation and application of this Agreement; the interpretation and applicability of rules, regulations, and policies; the correction of conditions causing grievances and misunderstandings; the encouragement of good human relations in employer-employee relationships; the promotion of education and training; the improvement of working conditions including safety & health matters; and the strengthening of morale, etc. It is agreed that individual employee grievances will not be considered at these meetings, and the Parties will approach the issues discussed in a spirit of partnership and understanding of the other Party's interests.

**Section D.** The Union agrees to cooperate with the Employer in truly voluntary charity drives and to lend its' support to these worthy causes. In conducting these drives, the Parties will be guided by appropriate regulations which provide that no compulsion or reprisals will be tolerated.

**Section E.** Normally, the Employer will not require employees to use their "Privately-Owned Vehicles" (POVs) to accomplish job requirements. If an employee is required to use his/her POV to accomplish job requirements, he/she will be paid mileage in accordance with applicable laws, rules, and regulations. The employee will fill out mileage statements daily and forward them monthly to the appropriate certifying official, who, in turn, will validate with his/her signature and forward same to the appropriate disbursing office for reimbursement.

## ***ARTICLE 4***

### ***Rights of the Employer***

**Section A.** This Agreement and all supplemental, implementing, subsidiary, or informal agreements between the Parties are subject to the following requirement: 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 set forth in the Federal Personnel Manual, published Department of Defense, Air Force, and MAJCOM regulations in existence at the time this Agreement is approved. Subsequent published DOD, USAF, and MAJCOM directives, regulations, and instructions must be required by law to affect the terms of this agreement.

**Section B.** To the extent that regulations within the discretion of the Employer are in conflict with the provisions of this Agreement, the provisions of this Agreement shall govern so long as there is no violation of any law, rule, or regulation (see the provisions of Article 9).

**Section C.** Management officials of Grand Forks Air Force Base retain the right, in accordance with the applicable laws, regulations, and Executive Order 12871, to:

1. Determine the mission, budget, organization, number of employees, and internal security practices of the agency; and,

2. Inaccordance with applicable laws:

a. To hire, assign, direct, lay off, and retain employees in the agency; or to suspend, remove, reduce in grade or pay; or to take other disciplinary action against such employees.

b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted.

c. With respect to filling positions, to make selections for appointment from:

(1) Among properly ranked and certified candidates for promotion, or,

(2) Any other appropriate source.

d. To take whatever actions may be necessary to carry out the agency mission during emergencies.

**Section D.** It is understood that any past practices which are in effect on the date of this Agreement and are not specifically covered by this Agreement and do not detract from it should not be changed except in accordance with 5 USC Chapter 71.

## *ARTICLE 5*

### **Rights of Employees**

**Section A.** The Employer and the Union agree that employees shall 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 shall be protected in the exercise of this right.

The right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of a representative; and in that capacity, the right to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities.

The Employer and the Union shall take the action required to assure that employees of the Base are apprised of their rights; and that no interference, restraint, coercion, or discrimination is practiced within the Base to encourage or discourage membership or participation in a labor organization.

**Section B.** This Agreement and the exclusive recognition granted AFGE, AFL-CIO, Local 1347, do not preclude an employee, regardless of whether he/she is a member of that labor organization, from bringing matters of personal concern to the attention of appropriate officials in accordance with public law.

The rights of an exclusive representative shall not be construed to preclude an employee from;

1. being represented by an attorney or other representative, other than the exclusive representative, of the employee's own choosing in any grievance or appeal action; or,
2. exercising grievance or appellate rights established by law, rule, or regulation; except in the case of grievance or appeal procedures negotiated under Chapter 71 of Title 5 USC.

**Section C.** All employees shall be treated fairly and equitably and with dignity in all aspects of personnel management, without regard to political affiliation, race, color, religion, national origin, sex, marital status, age or disability, and with proper regard and protection of their privacy and constitutional rights. It is agreed that the Employer will establish working conditions which are not hostile and will be conducive to enhancing and improving employee morale and efficiency.

**Section D.** If the employee wishes to discuss a problem or potential problem with a Union representative, the employee shall have the right to contact and meet with a Union Representative on duty time. Refer to Article 7(C) for the procedures to follow.

**Section E.** Employees shall have the right to direct and/or fully pursue their private lives, personal welfare and personal beliefs without interference, coercion or discrimination by the Employer so long as such activities do not conflict with job responsibilities in accordance with DODD 5500.7-R. The standard of nexus shall apply.

**Section F.** Both parties agree not to violate the freedom of speech or of the press.

**Section G.** 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 the voluntary, written authorization by a member for the payment of dues through payroll deductions.

## ***ARTICLE 6***

### **Dues Withholding**

**Section A.** Any employee of the Employer who is a member of the Unit and who is a member in good standing of the Union, as determined by the Union, may authorize an allotment of pay for the payment of his/her dues for such membership provided:

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

#### **Section B.** Definitions

1. Dues mean fees and assessments as determined by the Union.
2. SF-1187 is a "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues".
3. SF-1188 is a "Cancellation of Voluntary Allotment of Compensation for Payment of Employee Organization Dues".

#### **Section C.** Responsibilities of the Union

The Union shall:

1. Inform and educate its' members on the voluntary nature of the dues allotment program, including conditions governing institution of allotments,
2. Provide the SF-1187 form to employees,
3. State on the SF-1187 form the amount of dues to be withheld each biweekly pay period,
4. Promptly forward completed SF-1187 forms to the appropriate servicing payroll office,
5. Furnish written notification to the servicing civilian payroll office concerning the names and titles of Union officials authorized to certify the SF-1187 form, and,
6. Provide the appropriate servicing civilian payroll office with written notification concerning;
  - a. Changes in the amount of Union dues, and,

b. The name of any employee who has been expelled or ceases to be a member in good standing in the Union within ten (10) days after the date of such determination.

7. The Union agrees to forward to the civilian payroll office, within seven (7) calendar days after receipt, any written revocation of allotment which is received by the Union.

#### **Section D.** Responsibilities of Management

Management shall affect the following:

1. Accuracy. The servicing civilian payroll office shall honor and expeditiously implement each SF-1187 to ensure that only eligible employees are on the dues withholding list. They shall also screen each promotion and reassignment action to remove employees who are promoted or transferred out of the Unit.

2. No Cost for Withholding. The service of withholding the Union dues shall be provided by management at no charge to the Union.

3. Privacy. Copies of the SF-1187 can only be filed or maintained in the civilian payroll office, Servicing DFAS Office, or by the Union.

4. Correction of Errors. An error in the amount of dues withheld from an employee or transferred to the Union, shall be adjusted within the next pay period. Upon Request Civilian Payroll shall provide the Union or affected employee with an explanation.

5. The Employer agrees to maintain a supply of form SF-1188 in the Civilian Payroll office or provide a web address where the employee can obtain the form.

#### **Section E.** Procedures

##### 1. Initiating the Withholding of Dues

a. The SF-1187 must be completed and signed by the employee. It will then be forwarded to the civilian payroll office.

b. The dues deduction shall be effective as soon as possible, but in no case shall it be later than one (1) pay period following receipt of the SF-1187 form by the payroll office.

c. Employees who have a current dues withholding agreement in effect on the date this Agreement becomes effective will have it remain in effect.

d. Any SF-1187 submitted to the servicing civilian payroll office that management does not process shall be returned to the Union with the reason why it was not accepted. The Union reserves the right to discuss the exclusions with management.

##### 2. Changes in dues:

a. The amount of dues certified on the original allotment form (SF-1187) shall remain unchanged until the authorized Union official provides written certification to the servicing

civilian payroll office that the amount of dues has changed. New SF-1187 forms shall not be required.

b. Changes in the amount of the allotment by reason of changes in the Union dues structure may be made only twice a year.

c. A change in the amount deducted for Union dues shall be effective as soon as possible but in no case shall it be later than one (1) pay period following receipt by the payroll office of the Union's certification of a change in dues.

### 3. Termination of Dues Allotments

#### a. Automatically

(1) Upon loss of exclusive recognition by the Union, effective at the beginning of the first full pay period after such loss of recognition.

(2) When the dues withholding agreement is tenanted by mutual agreement.

(3) When an employee ceases to be eligible for inclusion in the Unit covered by this Agreement for which the Union is the exclusive representative.

(4) When an employee is expelled or ceases to be a member of the Union in good standing, effective with the first complete pay period after receipt by the payroll office of written notice from the authorized Union official.

#### b. Voluntarily

(1) An employee may voluntarily revoke his/her allotment for the payment of dues at any time by submitting an SF-1188, in duplicate, directly to the civilian payroll office, and payroll will forward a duplicate to the designated Union official immediately.

(2) The revocation will become effective the first full pay period following January 1st provided the employee has completed a one-year period from the date his/her dues withholding began and the request was received by the civilian payroll office not later than January 1st of the year in which the revocation is effective.

(3) Each employee also has the right to revoke his/her dues withholding upon completion of one (1) year from the date of the initial dues assignment.

### **Section F.** Funds Transfer.

1. Funds due AFGE Local 1347 shall be electronically transferred on a current, biweekly basis.

2. The Union is responsible for notifying, in writing, the civilian payroll office of the authorized bank name(s), account number (s), and/or address(es). The Union further agrees that it will promptly notify the civilian payroll office, in writing, whenever there is a change in such bank name(s), account number(s), and/or address(es).

3. Employees temporarily dropped from dues withholding due to a detail outside the bargaining unit shall be automatically reinstated upon the conclusion of the detail.

4. Computer Listings: The Union shall be provided, from the servicing DFAS Office, a listing of bargaining unit members currently paying union dues, the pay period the dues were paid, and the amount paid.

## ***ARTICLE 7***

### **Union Representation**

**Section A.** The Employer agrees to recognize duly elected officers and stewards of the Union and designated national and district representatives. The Union will supply the Employer a written list of all Union officers and stewards, stating their general area of responsibility. It is understood that this list is a guide and does not bind or restrict the union from assigning its representatives as it deems appropriate. This listing will be amended as changes occur.

The number of stewards in the organizational unit shall be the number required in order to assure that each employee covered by this agreement shall have reasonable access to a steward on his/her shift. This number shall not exceed one (1) steward for each fifty- (50) persons in the bargaining unit.

**Section B.** Procedures for Use of Official Time for Representational Purposes.

The Union is authorized the use of official time pursuant to Public Law 95-454, 5 USC 7131.

Should it become necessary for a Union representative to leave the work area, he/she shall request permission from their supervisor, stating the general nature of the concern for which official time is needed, as well as the approximate amount of time which will be needed. The Union representative will give his/her supervisor as much notice as possible when he/she asks permission to leave the work area. Unless there are compelling reasons to the contrary, the Union representative will be released from his/her work area.

If the Union representative will be meeting with another Unit employee, either the Union representative or the employee will contact the employee's supervisor to make any necessary arrangements for the meeting, such as the time or place of the meeting. Every effort will be made to schedule such meetings at times convenient to both the employee and their supervisor.

The Union agrees that its' representatives will guard against the use of excessive official time in performing representational duties. In the event a Union representative needs more time for a representational purpose than originally arranged, he/she will contact their supervisor to make any necessary arrangements. The Union further agrees that it is generally not necessary for more than one Union representative to be present at an initial meeting with a Unit employee who has just initiated a request for representation. However, the Employer agrees that amounts of official time for representational purposes shall be as allowed under the provisions of 5 USC 7131 and shall, in all cases, be sufficient to allow the Union to fully and effectively perform its' representational duties/responsibilities. Union representatives on official time will not be disadvantaged or discriminated against in any way, such as, but not limited to, their performance appraisals or promotional potential, as a result of the time spent in official time status.

A representative who goes from his/her duty station to another office during duty hours in order to represent the Union or a bargaining unit employee is on official time for representational purposes when traveling. This will not be interpreted to mean that the Union representative is entitled to travel costs for such travel.

### **Section C.** Employee Procedures

An employee who has a complaint which he/she has not been able to resolve through informal discussion with their immediate supervisor, and desires Union representation, shall obtain permission of their supervisor to meet with a Union representative on duty time. Permission shall be granted unless there are compelling reasons to the contrary. The employee will contact the Union representative to make arrangements for the representative to meet with the Employee.

Normally, unit employees will be represented by the steward designated by the Union for his/her work area. If there is no such designated steward for the employee's work area, or if the designated steward is not satisfactory to the employee, he/she may contact the Union for assignment of a substitute representative. The Parties agree that either the employee or the Union may make changes in designated representatives at different stages of the complaint handling process.

**Section D.** The Union shall be given the opportunity to be represented at any formal discussion between one or more employees in the Unit and representatives of the Employer concerning any grievance or adverse action or any personnel policy or practices or other general condition of employment; or any examination of an employee in the Unit by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.

**Section E.** The Employer agrees not to interfere with, coerce, or discriminate against any employee because of his/her representation duties in behalf of the Union.

**Section F.** Any bargaining unit employee representing the Union in negotiations provided for under this Agreement and 5 USC shall be authorized official time pursuant to 5 USC for such purposes, if otherwise in a duty status. The number of unit employees for whom official time is authorized under this provision shall not exceed the number of individuals designated to represent the Employer for such purposes, unless by mutual agreement.

**Section G.** The Union may designate one representative to make a 10-minute orientation presentation at the Civilian Newcomers' Orientation. IAW Title 5 Section 71, the material presented will solely inform the bargaining unit members of the existence of the Union, its office location, any insurance available from the Union, and the times and locations of Union meetings. This material will be screened by the Civilian Personnel Officer or his/her designee prior to the Orientation. A representative of the Employer shall be present during the actual presentation. The Employer will inform the Union of the location, date and time of the Civilian Newcomers' Orientation and the Union will inform the Employer of the name of the Union representative in advance so official time may be arranged.

# ***ARTICLES***

## ***Day Care***

### **Section A.** General

Management and the Union recognize that Air Force employees need to have reliable and adequate day care services available to them so that they are free to devote their full energy and attention to their duties and responsibilities at the work site.

1. The parties agree that civilian employees may use the on base Child Development Center.
2. Employees will be released from work on annual leave, sick (Family Friendly Leave Act) or LWOP as soon as possible in order to respond to calls from their day care provider concerning their children.

## **ARTICLE 9**

### **Matters Appropriate For Negotiations**

**Section A.** The Union and the Employer are interested in maintaining the high level of labor management cooperation experienced in the past. To this end, the Employer will advise the Union President, or his/her designee, of changes which are within its discretion regarding personnel policies, practices, and conditions of employment affecting bargaining unit employees.

**Section B.** The Union may request, in writing, negotiations over a proposed change advanced by the Employer under Section A, above. If the Union does not request negotiations within ten (10) working days after the Union President, or his/her designee, receives notification of the proposed change, the Employer may implement the change.

**Section C.** Where the parties mutually agree to any changes in this Memorandum of Agreement, an amendment or supplement will be prepared. Such changes will be executed and approved in the same manner as the original Memorandum of Agreement.

**Section D.** Prior to negotiations, both the Union and the Employer will agree on number of representatives, place, date and time of the negotiations. The name, title, and address of such designated representatives shall be furnished, in writing, to the other Party.

**Section E.** All impasses will be resolved in accordance with Article 10 of this Agreement.

**Section F.** The representatives will have authority to consult or negotiate in accordance with Public Law 95-454 and the provisions of this Agreement.

## *ARTICLE 10*

### ***Impasses in Negotiations***

**Section A.** When it has been determined that agreement on an issue cannot be reached, the item shall be tabled. After all negotiable items on which agreement can be reached have been disposed of; the parties shall once more attempt to resolve any existing tabled items. If an agreement still cannot be reached, the item may be set aside in favor of discussion on any other item previously tabled. After an item has been tabled twice, and there are no additional items to be discussed; or an item has been tabled three times, and the Employer, the Union, or both conclude that an impasse has been reached, either party may request assistance from the Federal Mediation and Conciliation Service (FMCS). Even though assistance has been requested from the FMCS, the other party may submit in the interest of compromise, a counter proposal.

**Section B.** When voluntary arrangements, including the services of the MCS, fail to resolve a negotiation impasse, either party may request the Federal Service Impasse Panel (FSIP) to resolve the issue; such request to be submitted for processing in accordance with Public Law 95-454, Title VII, Chapter 71, Section 7119.

## ***ARTICLE 11***

### ***Employee Personnel Files***

**Section A.** No derogatory materials or documents of any nature which may reflect adversely on the employee will be placed in the Electronic Official Personnel Folder or Supervisor's Employee Work Folder without the employee's knowledge. The supervisor will not maintain any such materials or documents on any employee outside of these files. Further, such materials or documents will not be used as a basis for a disciplinary action against the employee unless a copy of the document or material was offered to the employee at the time it was placed in the file.

1. When the Employer/Supervisor chooses to document an incident and enter the written material in the Supervisor's Employee Work Folder, this will be done in a timely manner after the incident and in accordance with higher Air Force regulations.

2. When a copy of such document or material to be entered in the Supervisor's Employee Work Folder is provided to an employee, the employee will sign the Employer's copy stating that a copy was received. This signature only certifies that the employee received a copy, not that the employee agrees or disagrees with the contents of the document; nor does this signature affect the employee's right to grieve the matter under the Negotiated Grievance Procedure.

3. The Employer will withhold documents or materials, the disclosure of which is prohibited by law or higher Air Force Regulation, from an employee.

**Section B.** An employee and representative, or the Union Representative, if authorized in writing, will have access, on official time, to inspect any document not otherwise excluded from review by appropriate higher Air Force regulations, in an employee's Official Personnel Folder or any other personnel record pertaining to that employee.

1. All employees' Official Personnel Folders shall be maintained at the Air Force Personnel Center (AFPC) in San Antonio, TX for Grand Forks Air Force Base. The Union will be kept informed should the location of the OPFs be changed. The employer will retrieve any portion of the employee's file when requested by either the employee's Union representative or the employee. However, when the employer, the employee, or the Union is under time constraints with regard to any provision of this agreement, requests for obtaining Official Personnel Folders will be handled expeditiously, and any delay in retrieving an employee's file will result in an equivalent extension of any time limit the employer, the employee or the Union is under.

2. Employees shall obtain the permission of their supervisors prior to any visits to the Civilian Personnel Office. Permission for such visits shall be granted immediately unless there are compelling reasons to the contrary. Employees are encouraged to make an appointment with the Civilian Personnel Office prior to any such visit.

**Section C.** Only the employee, the employee's designated representative, employees in the GFAFB Civilian Personnel Office, employees servicing GFAFB at AFPC and officials designated by Air Force Pamphlet 36-106 and 5 CFR and 5 USC, with official need to know, will have access to the Official Personnel Folder.

**Section D.** Records of an oral admonishment will be made in the Supervisor's Employee Work Folder and maintained in accordance with higher Air Force regulation. More severe disciplinary actions will be documented in the Official Personnel Folder and maintained in accordance with applicable law and AFI36-106.

**Section E.** Counseling documented in the Supervisor's Employee Work Folder will be reviewed at the written request of the employee after six months, and may be removed if the problem no longer exists. Such counseling entry will be removed after one year.

**Section F.** Records of oral admonishment, reprimands, suspensions, and similar official disciplinary actions found to be unjustified, will be purged from the Supervisor's Employee Work Folder and the Official Personnel Folder in accordance with the provisions of applicable law, AFI36-704, arbitration awards, and this Agreement.

# ARTICLE12

## Details

**Section A.** Details are official personnel actions by which an employee is assigned duties and responsibilities other than of his/her permanent position, but receives the salary attached to the permanent position. Details provide one means by which current employees may be effectively used to perform work for which no continuing need exists, or to perform the duties of an existing position on a temporary basis.

**Section B.** It is agreed that when an employee in the bargaining unit is detailed to any position in which he/she has had little or no experience, the employee will be given a reasonable period to learn the new job.

**Section C.** Details for thirty (30) days or less are documented by the supervisor on Part B of the Supervisor's Employee Brief. Details in excess of thirty (30) days to established positions within and between organizations are documented in the OPF by SF 50, Notification of Personnel Action. Duties which are performed in addition to those prescribed in the employee's permanent position (that is, when such duties do not constitute a separate and distinct position), will be documented on an OF 612.

**Section D.** Temporary promotions should be initiated at the earliest date it is known by management that an official detail is expected to exceed thirty (30) consecutive calendar days and when the employee meets the Office of Personnel Management (OPM) qualification requirements of the position. Temporary promotions in excess of 120 calendar days shall be filled through competitive procedures. The process for competitive temporary promotions and how employees are to be considered will follow the same procedures as outlined in Article 13, Sections D, F and G.

**Section E.** Selection for details shall be distributed equitably among those employees who have been determined by management to have the capacity and requisite skills for assuming the responsibilities of the assignment unless competitive procedures are used.

**Section F.** Every effort will be made by both the Union and Employer to finalize negotiations to reorganizations, realignments, or any other similar activities prior to detailing or temporarily promoting employees to the new structure. However, in the event that a reorganization, realignment, etc. has been downward directed to be implemented by a specific date; it is recognized that management may need to assign employees to duties (via details or temporary promotions) in order to maintain mission requirements.

## ARTICLE 13

### Promotion

The Parties agree that the provisions of this Article shall be administered by the Parties to ensure that employees are evaluated and selected solely on the basis of merit. The Parties agree that it is desirable to develop or utilize programs that facilitate the career development of Grand Forks AFB employees. To that end, Management will consider filling positions from within the Base and developing bridge and/or upward mobility positions, where feasible, to help promote the internal advancement of employees.

#### **Section A.** Areas of consideration

Areas of consideration for promotion of bargaining unit members are established and adjusted, as necessary, to provide selecting officials with an adequate number of qualified employees from which to make selection and provide employees with opportunities for promotion.

The minimum area of consideration for filling bargaining unit positions at Grand Forks AFB will be all current Air Force civilian employees, excluding temporaries, assigned to and serviced by the Grand Forks AFB Civilian Personnel Office.

In order to provide for referral of an adequate number of qualified candidates and/or to meet Federal Equal Employment Opportunity/Affirmative Action objectives, the area of consideration may be expanded consistent with law, rulings, or regulation.

All employees in the bargaining unit, excluding those within the first ninety (90) days of initial appointment or on leave without pay pending resignation, whether present or absent from duty at the time position vacancy is being filled, will be considered as provided by AFI 36-203, Staffing Civilian Positions.

Nothing in this section limits management's right to select employees from any appropriate source (IAW 5 USC 7106).

#### **Section B.** Voluntary Reassignments

A bargaining unit employee will be considered for a voluntary reassignment by using the self-nomination process explained in Section G of this article. Such voluntary requests may be made for purpose of entering another career field or for other reasons. It is understood that employees seeking reassignments must meet all minimum qualification requirements and legal/regulatory requirements.

#### **Section C.** Employee Record Review

Bargaining unit employees are not required to submit applications for positions in the bargaining unit to be filled by merit promotion. The Parties agree that it is the individual responsibility of each bargaining unit employee to upgrade his/her experience and/or education records that would serve to enhance qualifications for future job placements.

The Employer will provide employees with the opportunity to request a Career Brief which summarizes their experience/education and will provide the employee an opportunity to correct/update their records on an as-needed basis. The Employer will provide the employee with any and all assistance the employee needs to properly correct/update their record. The employee's changes/corrections/additions to their records will be appropriately documented, verified according to applicable Air Force Instruction, and then accepted by the Employer.

#### **Section D.** Promotion Referrals

When the Employer determines that a bargaining unit position is to be filled through the Merit Promotion Plan (MPP), the Civilian Personnel Office will issue a promotion certificate. The promotion certificate will contain a listing of the names, in alphabetical order, of the qualified candidates for the position.

A promotion certificate will be limited to a maximum of ten (10) candidates; in case of a tie, the number of candidates to be referred may be increased by the number of candidates who have tied each other in their ranking up to a maximum of fifteen (15). In the event certified employees decline, additional names may be certified to the selecting official. The number of such additional candidates will not exceed the number of certified candidates who have declined an offer of promotion for the position vacancy in question.

The candidates referred will be rated and ranked on the objective job-related criteria developed through job analysis for the position in question.

#### **Section E.** Employee Complaints

An employee, who believes his /her experience/education was not properly credited under the Qualification Standards Handbook (QSH) for General Schedule and the X-118C for Wage Grade or appropriate qualification standards, or believes he/she was incorrectly ranked, is urged to first discuss the matter with the Civilian Personnel Office. The employee may be accompanied by a designated representative. The employee will be informed of reasons for disqualification or relative rank order, if qualified.

#### **Section F.** Posting Vacancy Announcements

Announcements will be posted for a minimum of 7 days (Friday through Thursday) on the Air Force Personnel Center (AFPC) website. All employees will have access to either the website or to the Interactive Voice Response System (NRS) to view open announcements at their place of work.

#### **Section G.** Self-Nomination Process

Candidates must self-nominate for consideration for positions (to include promotion, reassignment and change-to-lower grade) serviced by the Grand Forks AFB Civilian Personnel Flight (CPF). Employees can self-nominate for consideration using either the IVRS or via the worldwide web. Self-nominations must be accomplished prior to the closing date of the announcement in order to be considered.

Employees can also view vacancy listings for other Air Force installations and use the same self-nomination process as used for local position consideration.

## **Section H.** Priority Consideration

Priority consideration is special placement consideration given to an employee who meets the criteria of one of several legislated programs or Executive Orders. Examples of such programs are veteran's preference, active duty spouse placement, or base closure programs. This list is not intended to be all-inclusive.

Priority consideration can also result from grievance settlements or arbitration awards.

Procedures for processing priority consideration(s) shall be:

1. The selecting official will be provided with a certificate of employee(s) eligible for priority consideration prior to any other competitive placement certificates.
2. The selecting official shall give bona fide consideration to those employees on the priority consideration certificate.
3. Management shall notify the employee(s) of non-selection.

## **Section I.** Miscellaneous

1. Changes made by the OPM to the QSH and X-118C Qualifications Standard will be filed in the Civilian Personnel Office and, upon request, a copy will be provided to the Union.
2. Annual and/or sick leave balances will not be used as a screening factor in ranking bargaining unit employees for promotion certification purposes.
3. The Employer will not grant any preference or advantage not authorized by law, rule, or regulation to any employee or applicant for employment (including defining the scope or manner of competition or the requirement for any position) for the purpose of improving or injuring the prospects of any particular person for employment.
4. If Alternate Certification is used, the following procedures will be followed:
  - a. The selecting official will initiate the request for personnel action.
  - b. An Alternative Certification Request will be completed and signed by the selecting official and forwarded to Civilian Personnel who will, in turn, fax that request to the Air Force Personnel Center.
  - c. A subject matter expert and a personnel specialist will ensure that proper job analysis is/has been completed and they will sign and date the job analysis and determine the best-qualified level.
  - d. In order to be selected under this procedure, the proposed selectee must be within reach and otherwise certifiable to the supervisor for selection per Section D of this Article.

## **ARTICLE 14**

### **Reduction in Force**

**Section A.** When a Reduction In Force (RIF) is necessary, Management agrees to implement it in accordance with DoD, Air Force, and OPM regulations and Federal Law.

**Section B.** Prior to employee notification and at the earliest practical date, the Employer will notify the Union in writing of an impending Reduction in Force. The Union will have the right to consult or negotiate the impact of the RIF on any employee in the bargaining unit. Information provided the Union at this time will include the known details, the disclosure of which is not prohibited by higher Air Force regulations or statute, and the reason for the RIF. The Union will also be provided a list of employees affected as soon as such information is determined. If the RIF is due to reorganization, the Union will be provided the written reasons for the reorganization, its scheduled implementation date, and any known dates on which required position or personnel actions are proposed to become effective.

**Section C.** The Employer agrees to make every effort to avoid involuntary separations of bargaining unit members during the Christmas holiday season (15 December- 3 January).

**Section D.** The parties agree that specific notices will be issued at least sixty (60) days in advance of the effective date of the action. Further, the parties agree that non-work days, legal holidays, Saturdays or Sundays will not be used as the effective date of the action. Specific notices issued to employees affected by RIF will include what action will be taken, the effective date, salary and grade retention information, competitive area, competitive level, subgroup, Service Computation Date as determined by regulation, location where the employee may review the regulations, and records pertinent to their RIF status, reasons for retaining a lower standing employee in the same competitive level under any authority, information on priority placement and/or reemployment rights, employee rights to grieve under the negotiated grievance procedure or to appeal to the Merit Systems Protection Board.

**Section E.** Within the local area, the Employer will establish appropriate contact with state and local Government offices. The Civilian Personnel Flight will assist the displaced worker in finding Federal employment. Such contact will include the local office of the State Employment Service, which will be asked to provide information concerning eligibility of displaced employees for training for other forms of employment at government expense. Counseling of employees separated through RIF procedures will include information on how to apply for State Unemployment Benefits.

**Section F.** A career or career conditional employee separated by Reduction in Force will be placed and retained on the reemployment priority list under applicable laws and Air Force regulation. As provided by Air Force and Department of Defense (DoD) regulations, such employees will be given appropriate preference for rehiring into temporary as well as permanent positions and that acceptance of employment into a time limited position would not otherwise alter that employee's right to be offered employment into a position with no known expiration date.

**Section G.** An employee affected by RIF must meet the minimum qualification requirements of any positions the Employer may offer. There are limited exceptions under OPM and higher Air Force regulations where employees need not meet minimum qualifications. A reasonable offer, for purposes of assignment rights under Title 5, CFR Part 351 and the Restructuring Information Handbook, Module 3, Units A & B, is defined as the offer of an available position, with the following general characteristics:

1. It will last at least three (3) months;
2. It has a representative rate that requires no reduction, or the least possible reduction, in that of the position held by the released employee;
3. It is in the competitive service;
4. It is in the same competitive area;
5. It is a position for which the released employee qualifies, unless the agency, at its discretion, chooses to waive qualifications in offering the employee assignment to a vacant position;
6. Have the same type of work schedule (e.g., full-time, part-time) as the position from which the employee is released.

**Section H.** Any employee affected by Reduction in Force has the right to review the retention register applicable to that employee, and the employee may elect to be accompanied by a representative. In addition, the employee may elect to have his/her representative review the applicable register for him/her. However, this representative must be designated, in writing, by the employee if the employee does not accompany his/her representative.

**Section I.** Severance pay entitlements will be determined and paid in accordance with governing law.

**Section J.** Prior to, and during, the RIF, all retirements will be strictly voluntary. There will be no coercion, direct or indirect, intended to influence the employee's decision, but the Civilian Personnel Office will freely advise the employee of any prospective retirement rights.

**Section K.** When advance knowledge of the impact of pending changes in function, organization, and mission is available, it shall be the responsibility of the Employer to plan for the maximum retention of the employees affected.

**Section L.** Whenever an employee is reached for separation through Reduction in Force, the Employer agrees to review, under appropriate guidance issued by the Office of Personnel Management (OPM), vacant positions for possible placement of employees so affected.

## *ARTICLE 15*

### ***Reasonable Offer and Priority Placement Under Grade and Pay Retention Provisions***

**Section A.** As provided by Section 5362, Subchapter VI, Title VII, PL 95-454, entitlement to grade retention benefits shall cease to apply to an employee who:

1. Has a break in service of one (1) workday or more;
2. Is demoted (determined without regard to Section 5362) for personal cause or at employee's request;
3. Is placed in, or declines a reasonable offer of, a position the grade of which is equal to or higher than the retained grade; or
4. Elects, in writing, to have the benefits of grade retention terminated. For the purposes of applying the above conditions, a reasonable offer of a position is one which is expected to last for more than ninety (90) days and of the same tenure of the position held immediately before such placement which entitled the employee to grade retention benefits.

**Section B.** Entitlement to pay retention benefits as provided by Section 5363, Subchapter VI, Title VII, Public Law 95-454, shall cease to apply to an employee who

1. Has a break in service of one (1) workday or more;
2. Becomes entitled to a rate of basic pay which is equal to or higher than, or declines a reasonable offer of a position the rate of basic pay for which is equal to or higher than the rate to which the employee is entitled under the provisions of Section 5363, or;
3. Is demoted for personal cause or at the employee's request.

## ***ARTICLE 16***

### **Training**

**Section A.** The Employer agrees to make possible training and development for employees, when it is determined by the Employer that training is needed. Consistent with its needs, the Employer agrees to develop and maintain effective policies and programs designed to achieve this purpose.

**Section 8.** The Union may recommend, through the Labor Management Committee, the types of training or retraining programs desired which would mutually benefit both the Employer and the employees of the Unit.

**Section C.** The Employer agrees that supervisors may actively stimulate and encourage the interest of subordinates in self-development, and to provide information on known self-development sources. The Union will also encourage self-development activities.

**Section D.** When training is given primarily to prepare employees for advancement and is required for promotion, selection for training will be made under competitive promotion procedures.

**Section E.** In the event of a RIF, the Employer will determine from the appropriate State Employment Service whether any of the affected employees may be eligible for training at government expense, and, if so, will inform employees how to apply for training.

**Section F.** The Employer agrees to give advance notice to the Union with regard to the installation of any new equipment, machinery, or process that would result in changes of work assignments or require additional training of employees.

**Section G.** The Union may identify areas of skill in which scarcities exist and insure that all unit employees are informed of these areas. The Union may consult with the Employer to establish training opportunities in these areas and inform the employees how to apply for training.

**Section H.** One (1) Union representative will be afforded attendance at the discretion of Management at training sessions put on for management trainees in labor relations.

**Section I.** Bargaining unit employees will be encouraged to attend training seminars, classes, courses, and programs that pertain to their official job descriptions. Off-the-job training during regularly scheduled duty hours will be subject to the permissive TOY provisions.

**Section J.** Employees who are required to attend schools or TOY that require travel on weekends in order to be in attendance on Monday, will be paid for time spent traveling in accordance with Title 5 and/or the Fair Labor Standards Act.

**Section K.** IAW applicable DoD manuals and Air Force Instructions, the following information is pertinent to the use of the Government Travel Card (OTC):

1. The GTC is not to be used for personal expenses and may be used only for official government travel.
2. Civilian employees are strongly encouraged to use the GTC for expenses incurred during official travel.
3. Authorized GTC charges during official travel include:
  - a. Lodging expenses in connection with official travel, including destination point and while enroute. Lodging expenses charged to the card must be in support of government travel only.
  - b. Transportation expenses, local ground transportation, and rental car expenses authorized on travel orders. Such transportation must be in support of government business only.
  - c. Meal expenses in connection with official travel only while away from their home installation, including while enroute to or from their travel location.
  - d. ATM cash advances for miscellaneous travel-related cash requirements, such as parking, tunnel and bridge fees, taxis and meals.
4. The costs of alcoholic beverages are not reimbursable under the Joint Federal Travel Regulation (JFTR). Further, the cost of other incidental items, such as pay movies, personal telephone calls and exercise fees are also not reimbursable.
5. IAW Public Law 107-314, if the cardholder uses the GTC for official government travel, when filing a travel voucher "split disbursement" is mandatory. Split disbursement is defined as a method to pay your GTC account where the traveler sends part or all of the travel settlement directly to the GTC contractor to cover authorized expenses incurred while on official government travel. The remainder of the entitlement is sent to the traveler via direct deposit.
6. The supervisor or authorizing official is required to review all travel claims and sign the travel voucher prior to submission for payment. Travel claims that fail to obtain a supervisor's or approving official's signature will be returned to the traveler for correction.

**Section L.** The Civilian Personnel Flight (CPF) will assist employees affected by pre-RIF (Reduction-in-Force) placements who have been downgraded, to try to find them employment at a comparable grade from which they held prior to the pre-RIF action. Employees that have been downgraded due to reclassification of their position or as a result of a RIF placement, and are on retained grade and/or pay, may request one-on-one training from the CPF on the Civilian Announcement Notification System (CANS) and how to search for jobs under the AFPC Employment Homepage website. The training includes how to search and self-nominate/apply for positions currently open at Grand Forks AFB, Air Force wide positions and positions announced through the Office of Personnel Management for other Federal agencies. This training will also answer general questions regarding qualifications for positions of interest.

## ARTICLE 17

### **Performance Management**

**Section A.** A civilian performance and promotion appraisal will be completed for all bargaining unit employees in accordance with current Air Force regulations and guidelines.

The performance management process includes defining major duties and job performance elements, setting standards of performance, reviewing progress, correcting deficient performance, and appraising performance.

**Section B.** Functions of the performance management system

The system shall:

1. Provide for annual appraisals of employee's job performance, through the comparison of the employee's performance to that described by the performance standards for the job performance elements applicable to the employee's job.
2. Encourage employee and union participation in establishing performance standards; and,
3. Use the results of performance appraisals as a basis for training, correcting performance inadequacies, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees.

**Section C.** Definitions

1. **Critical Performance Elements:** A critical element is a work assignment or responsibility of such importance that unacceptable performance on the element would result in a determination that an employee's overall performance is unacceptable. A performance element is a significant requirement of the job, derived by analysis of the position. Within the context of the organizational goals, the employee's major duties and responsibilities are specified, including important tasks and projects, which contribute to those goals and for which the employee will be held accountable.

Any critical performance element is of sufficient importance to the accomplishment of organizational goals and objectives that performance below the acceptable performance standard established by the Employer requires remedial action.

2. **Performance Standard:** A performance standard is a description of the minimum level of accomplishment necessary for satisfactory performance for a particular job performance element. They also define what is to be accomplished during the rating period and what is expected of the employee. A performance standard may include, but is not limited to, factors such as quality, quantity, timeliness, courtesy to the public, and manner of performance. To the maximum extent feasible, performance standards should permit the accurate evaluation of job performance on the basis of objective, job-related criteria.

3. **Additional Performance Elements**: Additional elements may be included in the performance plan. They are a dimension or aspect of individual, team, or organizational performance that **is not** a critical element. These elements cannot be used in assigning a summary level rating of record, but are useful for communicating performance expectations. They may include, but are not limited to, objectives, goals, and other means of expressing expected performance. **A written standard is not required for an additional element.**

4. **Rating Official**: The supervisor who evaluates the performance of an employee and assigns the rating; the employee's first level, immediate supervisor of record.

5. **Reviewing Official**: Normally, the supervisor in the chain of command at the next higher level above the rating official. A supervisor above that level may service as the reviewing official. An immediate supervisor who is the highest level in the chain of command at the installation usually also serves as the reviewing official. The reviewing official approves the performance plan and rating of record, as well as any recognition recommended by the rating official which results from the rating of record. The reviewing official has the authority to change the plan, rating and award.

#### **Section D.** Procedures

1. The rating official and the employee meet at the beginning of each new appraisal period to discuss the employee's approved performance elements and standards in the plan. The supervisor will make it clear that these performance standards will serve as the criteria, or benchmarks, against which the employee's performance will be officially appraised. The employee is encouraged to raise any questions he/she may have, and to tell the supervisor when he/she does not understand the work plan.

The employee's input and participation in the development of the performance plan is encouraged and the supervisors should ensure the employee has an opportunity to provide feedback concerning the plan (supervisors ultimately decide which elements and standards to include).

The Employee will be given a copy of the job performance elements and the standards.

2. Quarterly, the supervisor will discuss employee progress, deficiencies, and areas needing additional clarification and possible training, and outline corrective actions, making necessary adjustments in the performance plan. The employee is encouraged to raise any questions or concerns and express any special achievements he or she may have accomplished he/she may have. These discussions will be annotated in the AF 971 and the employee will be given a copy of the progress review worksheet.

3. At the conclusion of the annual appraisal period, the rating official will assign the performance rating in accordance with applicable Air Force Guidelines.

4. The Rating Official and/or the Reviewing Official will sign the appraisal.

5. The supervisor will discuss the rating with the employee and the employee will then sign the rating and the supervisor will provide the employee a copy. The signature indicates that the supervisor has discussed the appraisal with the employee, and not that the employee necessarily agrees with the rating.

6. If the employee does not agree with the rating, refer to section F (6) of this Article.

**Section E.** Unacceptable Performance

When it appears that an employee's performance is unacceptable, the following procedures will be followed:

1. The supervisor will counsel the employee when it is determined that performance is unacceptable. Such counseling will take place as soon as possible after this determination is made. The employee will be advised, in specific terms, how his/her performance is deficient.

The supervisor will then develop a course of action, in writing, that will enable the employee to improve performance in deficient areas (A performance opportunity period and course of action). This plan will provide a reasonable amount of time for the employee to improve performance in deficient areas before a notice of proposed demotion or removal under 5 USC 4303 is made.

The supervisor is encouraged to consult with the employee on the development of the opportunity period and plan of action. The supervisor must help the employee improve performance during this time. Help may include closer supervision and counseling, frequent reporting, special assignments, and on-the-job training.

Demotion or removal is only appropriate after an adequate opportunity to demonstrate acceptable performance has been provided.

2. When an employee's performance continues to be unacceptable after attempts to improve performance fail, there is no justification for retaining the employee. Performance that fails to meet established standards in one or more critical elements is considered unacceptable. Demotion and/or removal from employment based on unacceptable performance are authorized by 5 USC 4303, or other applicable laws.

The supervisor will provide the employee with a thirty (30) day advance written notice of the proposed action, as provided by 5 USC 4303 and higher Air Force regulation. The employee is entitled to a reasonable amount of time, twenty-five (25) calendar days, to answer the notice orally and/or in writing. The employee is also entitled to representation and official time as provided by Article 32 of this Agreement.

3. Within thirty (30) days after the expiration of the notice period, a written notice of final decision must be issued to the employee. If the decision is to effect the proposed action, the notice must specify the instances of unacceptable performance by the employee on which the demotion or removal is based in accordance with 5 USC 4303. The final written notice may not be based on instances of unacceptable performance not specified in the advance notice.

4. If the employee is not satisfied with this decision, he/she may file a formal grievance, per Article 32 of this Agreement, or use the statutory appeal procedure, but not both. If the employee elects to use the negotiated grievance procedure, all other provisions of Article 32 will come into effect.

## **Section F.** Miscellaneous Provisions

1. The minimum appraisal period is ninety (90) days. This applies to both permanent assignments and temporary assignments such as details and temporary promotions.
2. An appraisal will be delayed when the employee is demoted for unacceptable performance or serving an opportunity period.
3. Supervisors who have not supervised a given employee for ninety (90) days are encouraged to review the quarterly reports and/or contact the employee's previous supervisor(s) before completing an annual appraisal.
4. The Employer agrees to consider suggestions and recommendations made by the Union on the performance management system.
5. The Employer will advise the Union, in accordance with Article 9, of proposed changes which are within its' discretion regarding the performance management system.
6. Bargaining Unit employees may resolve disagreements on their annual performance ratings through the grievance procedure in Article 32. The employee's right to representation shall be as provided in that Article.
7. Performance elements and standards will be subject to the criteria outlined in current Air Force Regulations. Ratings will also be assigned in compliance with the criteria outlined in current Air Force Regulations.
8. Performance standards, which are used in assigning the performance rating for bargaining unit employees from identical work plans, should be applied in a fair and equitable manner.
9. Employees are encouraged to raise questions and discuss any misunderstandings they may have regarding the performance management system with their supervisor at any time.

## ***ARTICLE 18***

### **Awards**

**Section A.** An agency may grant a cash, honorary, or informal recognition award, or grant time-off without charge to leave or loss of pay consistent with Chapter 45 of Title 5, United States Code and current Air Force Regulations.

**Section B.** Each organization is encouraged to appoint an Awards Committee. If such committee is formed, the Employer agrees to appoint one (1) bargaining unit employee as suggested by the Union.

**Section C.** Employees may request and be granted specific reason(s) why he/she fails to meet established award criteria and/or what improvement, if any; in his/her performance is needed. Employees are encouraged to share their achievements with their supervisor(s) throughout the rating cycle. In the event an employee wishes to request expounded or additional contributions be included on the AF Form 860A (Part C) he or she may visit with the supervisor concerning those contributions during rendering of the annual appraisal. If after the annual appraisal is rendered the employee and the Union Representative (if desired) wish to discuss those statements of contribution with the supervisor and/or reviewing official, the discussion must take place prior to the effective date of the rating.

**Section D.** The Employer and the Union encourage voluntary participation in improving efficiency, economy, and effectiveness of the Air Force by use of the Air Force Idea Program.

**Section E.** An awards program must be adequately funded in order for it to comply with the spirit of the law and Air Force policy on civilian performance and productivity. Each activity will be responsible for budgeting an appropriate amount of organizational funds necessary to meet the requirements of recognizing exceptional performance or improved productivity. Therefore, a percent of the yearly budget, up to one (1) percent, is allocated to support cash award recognition.

**Section F.** Supervisors may recommend awards at the end of the appraisal period in conjunction with the annual performance rating. Recommended awards must fall within the established guidelines of the Performance Awards Steering Group. Awards are not given automatically. Justification for an award is submitted on the AF Form 860A, Part C, in bullet format. Bullet statements will range between 1 and 9 lines.

**Section G.** The rating official signs the AF Form 860A. The rating official provides the completed form to the reviewing official for approval and signature/date. The reviewing official has the authority to change the award.

**Section H.** Performance Awards, given in conjunction with the annual performance rating, will be awarded only to those permanent, TERM, and temporary employees who have been evaluated for an entire rating cycle.

.. **Section I. OTHER AWARDS:** Other awards may be appropriate in addition to awards granted in conjunction with the annual appraisal. Awards to exceptional performance, etc. may be submitted and approved using Air Force Form 1206 and other Agency approval methods. Time-Off/Cash Awards are encouraged to be used for awards such as Civilian of the Month, Civilian of the Quarter, etc. Use of these awards will encourage exceptional performance in all levels of our civilian workforce.

## **ARTICLE 19**

### **Position Classification**

#### **Section A.** Contents

1. Position descriptions will be based on the principal duties and responsibilities assigned to each position. Identical additional positions within the same organizational unit/sub-unit will be covered by the same official position description. Any subsequent changes in the position description will be discussed with the employee and he/she will be furnished a copy of the changed position description as provided by the applicable regulations.

2. All employees in the unit will be furnished a copy of their position description at the time they start a new job or as soon as possible thereafter. Upon request an employee will be furnished with a copy of the core personnel document/position description prior to the start date in their new position.

3. Position description terminology such as "other duties as assigned" or similar phrases refer to job related duties that do not affect the classification of the position.

#### **Section B.** Dissatisfaction/Appeals

1. An employee may bring to the attention of his/her supervisor, areas of work that are in conflict with his/her position description. The parties will encourage employees to periodically review their position descriptions for the job they now occupy and to report significant changes to their first level supervisor. The position description is not intended to contain each and every task which may be assigned to the incumbent of a particular position.

2. Employees are free to appeal the classification of their position without fear of reprisal or prejudice. Any dissatisfaction with a position description in terms of its representing an accurate description of the job that management has determined will be performed, as compared with the duties characteristically assigned by the supervisor, must be resolved before a classification appeal is filed.

3. The employee may designate a Union representative or anyone else as his/her representative to assist in the preparation of a classification appeal unless such representation would cause actual or potential conflict of interest. The designation of a representative will be made in writing. In the process of preparing the appeal, classification standards and any other procedural advice necessary will be made available to the employee and his/her designated representative, upon request.

#### **Section C.** Miscellaneous

1. If requested and a demonstrated need is shown, the Employer will provide the Union with one copy of such applicable position description of a unit employee

2. Management agrees to notify the Union when a bargaining unit position classification audit will result in a change in the position title, pay plan, series, grade, or bargaining unit status of the position.

3. When there is a change to the classification of a position as a result of new or revised standard, classification site audit, or position management review, implementation of position/personnel actions will be accomplished in accordance with regulatory time requirements. If it can be determined in advance that "Unit" employees may suffer loss of pay or change to lower grade, as a result of the application of new or revised position classification standards, the Employer will notify the Union of the receipt of such new or revised position classification standards. Such notification will include the proposed effect on such unit employees, if known, and of any established effective date of such proposed loss of pay or change to lower grade.

## **ARTICLE 20**

### **Environmental Differential pay and Hazardous Duty pay**

**Section A.** Employees will be paid environmental differential pay in accordance with 5 USC 5343 (c)(4), 5 CFR Appendix A to Subpart E of Part 532, and criteria located in Appendix J of PPM Supplement 532-1, and under procedures required by implementing Air Force Supplement 532-J, and any future revisions.

**Section B.** Employees will be paid hazardous duty pay in accordance with laws, rules, regulations, and any future revisions.

## ***ARTICLE 21***

### **Overtime**

**Section A.** Overtime assignments shall be rotated fairly among all employees to the extent that such employees are available and possess the necessary skills and abilities as determined by management.

**Section B.** Any complaint or disagreement on distribution of overtime shall be processed in accordance with the provisions of the Negotiated Grievance Procedure.

**Section C.** Employees who work overtime will be allowed a 15-minute paid break for each continuous four-hour period of overtime worked unless the employee is engaged in a critical/emergency situation.

**Section D.** Employees either in training or in detail status shall be considered for overtime in their regular duty stations.

**Section E.** Employees called in to work outside of, and unconnected with their basic workweek, shall be paid a minimum of two (2) hours pay, regardless of whether the employee is required to work the entire two (2) hours. In addition thereto, employees called in to work on shifts outside his/her basic workweek may be promptly excused upon completion of the job for which called in to perform.

**Section F.** Management will maintain a record of employees performing overtime. Overtime refused will be considered as overtime worked in settling overtime rotation disputes. Notification of overtime will be provided to the employee as far in advance as possible. Normally, four- (4) hours advance notice will be given. Employees will not be assigned overtime work as a reward or a penalty.

**Section G.** Pay for overtime will be as prescribed by applicable laws, rules or regulations to include basic rate of pay and any other applicable premium pay rates such as night work, Sunday work, holiday, and additional annual compensation.

**Section H.** To the extent possible, employees as well as management requesting the overtime, will ensure suitable arrangements are explored to locate transportation from work to home for such employees scheduled to work beyond the end of the regular shift.

**Section I.** Any bargaining unit employee placed in on-call status will be compensated for all time spent while on call, if entitled under the FLSA and/or applicable laws.

**Section J.** Compensatory time (comp time): Employees who are eligible under FLSA (to include Wage Administration employees) will be paid overtime unless comp time is requested by the employee. The employees must make the decision before the end of the pay period in which the overtime was worked. If time off is selected, it must be used within twenty-six (26) pay periods following the pay period in which it was worked or it will be paid at the overtime rate it was earned. If the employee fails to notify the supervisor of his/her decision before the end of the pay period, overtime will be paid in accordance with Title 5, Chapter 532, of the Code of Federal

Regulations for Wage Administration employees and Title 5, Chapter 550 for General Schedule employees.

**Section K** Credit Hours:

1. Credit Hours may be worked only by employees covered by a flexible work schedule program. Not all-flexible work schedule programs provide for credit hours.

a. Employees shall notify their supervisor in advance of their intent to work credit hours. These hours are subject to approval/disapproval by their supervisor.

b. Credit hours are worked when there is a mutual agreement between management and the employee.

c. Credit hours are to be counted as a part of the basic work requirement to which they are applied. An employee is entitled to his or her rate of basic pay for credit hours, and credit hours may not be used by an employee to increase his or her entitlement to overtime pay.

d. Although there is no limit on the number of credit hours an employee may earn during a biweekly pay period, no more than 24 credit hours can be carried over to the next pay period, and an employee may not earn more than 4 credit hours in addition to a regularly scheduled work day. Part-time employees may not carry over more than one-quarter of the biweekly number of hours they are scheduled to work. The timeframe within which employees may use credit hours after they have been earned is the same as comp time in Section J of this article.

e. When an employee is no longer subject to a FWS program, the employee must be paid for accumulated credit hours at his or her current rate of pay. Payment for accumulated credit hours is limited to no more than 24 hours for a full-time employee, and for a part-time employee, not more than one-quarter of the employee's biweekly work requirement.

f. An employee may not be paid Sunday pay or holiday pay for credit hours. Whether an employee is entitled to night pay for credit hours on the day on which they are used depends on the rules for night pay. Credit hours must be considered daytime hours whenever possible.

g. In the event of an early dismissal or closure, credit hours will be treated the same as annual leave.

h. Use of credit hours shall be subject to advance supervisory approval in the same manner as leave.

i. Credit hours may be used in combination with approved leave and/or compensatory time off.

2. Credit Hour Relationship to Overtime

a. For employees under Flexible Work Schedules programs, overtime hours are all hours of work in excess of 8 in a day or 40 in a week which are officially ordered in advance by management. The requirement that overtime hours be officially ordered in advance also applies

to nonexempt employees under the FLSA. There is no concept of "suffer and permit" for overtime work performed under Flexible Work Schedule programs.

b. Management may order an employee who is covered by a Flexible Work Schedule program to work hours that are in excess of the number of hours the employee planned to work on a specific day. If the hours ordered to be worked are not in excess of 8 in a day or 40 in a week at the time they are performed the employee may:

(1) take off from work on a subsequent workday for a period of time equal to the number of extra hours of work ordered;

(2) complete his or her basic work requirement as scheduled and count the extra hours or work ordered as credit hours; or

(3) complete his or her basic work requirement as scheduled and, if agency policy permits, be compensated for the extra hours or work ordered.

### 3. Credit Hour Relationship to Compensatory Time Off

Compensatory time off under the General Schedule (GS), is distinguished from credit hours in that compensatory time off derives from entitlement to pay for overtime work. Entitlement to compensation in the form of credit hours derives from work performed at the option of the employee in excess of the employees' basic work requirement.

## ***ARTICLE22***

### ***Payroll Compensation***

**Section A.** Employees are entitled to timely receipt of pay earned by them for applicable pay period. Unless the employee has a waiver granted to them, all payments will be made electronically. Whenever there is a delay in the printing of checks, the Employer will make distribution as soon as possible thereafter.

**Section B.** Whenever agency error results in a failure of an employee to receive full salary payment on time, the agency will take the necessary action to expedite payment to the employee. This would not apply to errors that are routinely corrected through payroll adjustments. The employee has the choice of either receiving an off-line payment from DFAS, deposited directly into their designated bank account within 5 working days of the identified underpayment or request a cash payment within 72 hours of the identified underpayment, computed as closely as possible to the employee's wages regularly earned. If the employee requests the cash option, once the back pay is received through regular payroll direct deposit, the employee must immediately repay the entire cash amount previously received.

**Section C.** If agency error results in an employee receiving NSF charges, upon proof of charges incurred, the Employer agrees to write to the financial institution(s) requesting a waiver for those additional charges. If the bank fails to waive charges, the agency will reimburse the employee for charges incurred through that financial institution. Air Force regulation does not allow for reimbursement to collection agencies.

## ARTICLE23

### *Flexible Workplace(Flexiplace)*

**Section A.** Flexible Workplace (Flexiplace) allows Federal employees to work at home or at other approved sites away from their conventional work site and can be for all or part of the workweek. These arrangements are voluntary for both the Employer and the employee. The mutual consent of both the employee and the Employer must be obtained in writing.

**Section B.** Flexiplace is to be used to accommodate individual situations of a transitory nature when the employee is unable to come to their conventional work site. Flexiplace work agreements may be appropriate during convalescence of a short term injury or illness, or for maternity or paternity reasons. This list is not intended to be all-inclusive.

**Section C.** A Flexiplace work agreement between the Employer and an employee will be completed to permit the employee to work at home or at other approved sites away from a conventional work site. Once the signed Flexiplace agreement is reached, the concurrence of the CPO needs to be obtained before the agreement goes into effect. Flexiplace work agreements will be maintained in the Supervisor's Employee Work Folder (AF971).

## **ARTICLE24**

### **Hours of Work**

#### **Section A.** Hours of work for basic 40-hour workweek.

The Employer agrees to provide the following:

1. Administrative work week shall be seven (7) consecutive days, Sunday through Saturday.
2. The basic work week is forty (40) hours.
3. The basic work day is eight (8) hours.
4. The basic work week is scheduled on five (5) days, Monday through Friday when possible, and the two (2) days outside the basic work week are consecutive.
5. The working hours in each day in the basic work week are the same.
6. The basic non-overtime work day shall not exceed eight (8) working hours.
7. The occurrence of holidays will not affect the designation of the basic work week.
8. Breaks in working hours of more than one (1) hour shall not be scheduled in any basic workday however, with the concurrence of the supervisor, rest period time may be used to extend the lunch hour up to a total of 1-1/2 hours for extraordinary occasions such as athletic endeavors, special luncheons, and so forth.
9. Management will attempt to preclude hardship on employees caused by shift/hours of duty changes.
10. Regardless of the type of work schedule or tour of duty, employees shall be given 15 minute break periods within each 4 hours of continuous work.

#### **Section B.** Flexitime Work Schedule.

1. **Flexitime Concept.** The basic flexitime concept consists of a Flexitime schedule that splits the workday into two types of time-core time and flexible time. During core time, all employees must be at work. Additional periods of flexible time are established during which the employee has the option of selecting and varying his/her starting time within established limits, at the approval of the supervisor. Success or failure of this program is dependent on a good employer/employee relationship and careful planning. Supervisors will remove those employees that cannot work independently from flexitime and return them to the standard workshift, and will not disadvantage the entire crew due to one or two individuals.

##### 2. **Definition of Terms**

a. **Flexitour.** Flexitour is that version of flexitime in which the employee selects a fixed starting time and performs five (5) eight (8) hour workdays per week.

b. **Flexible Time.** Flexible time is that portion of the workday during which the employee has the option to select and/or vary starting and quitting times. The established flexible schedules will be started no earlier than 0630 and end no later than 1730. Reporting and departure times will be established in quarter-hour increments (e.g., 0630, 0645, and 1530, 1545).

c. Core Time. That portion of the day, excluding the approved lunch time period, during which all employees must be present for work. Core time has been established as 0900 hours to 1500 hours.

d. Standard Workshift. The Standard Workshift is that schedule currently being worked by the employee (i.e. 0745-1630 with a 45-minute lunch).

3. Mission Requirements. Management will retain the right and responsibility to deny or adjust any or all tours in the event flexitime assignments interfere with the functions that must be accomplished to meet mission essential objectives.

4. Lunch Periods. Employees, depending upon their approved flexitime schedules, will take either a 30-minute lunch, a 45-minute lunch, or a 60-minute lunch. Because lunch periods are 'unpaid time', unless there is an emergency situation lunch periods will be uninterrupted time away from work (i.e., answering phones, receiving work assignments, etc.). Lunch periods normally will begin four (4) hours after the employee reports to work. Exact times will be coordinated by the employee with the first-line supervisor.

5. Flexitime Variation. There may be instances where the employee may be required by the supervisor, or the employee desires, to make a one-day change from one tour of duty to another. Approval may be granted by the employee's first line supervisor in such instances. Any such variation will not result in the scheduling of less than eight (8) hours of work per day, within the established flexitime schedule.

6. Crew Work. Employees working on teams will work the same flexible time schedule to ensure maximum productivity, and to meet mission requirements.

7. Requests for Flexitime or Changes Thereof:

a. An employee wishing to begin, change, or terminate a Flexitime schedule must do so in writing one full pay period in advance of the desired effective date. The Supervisor will approve/disapprove the new schedule, in writing, one week prior to the start of the schedule. If disapproved, the supervisor will state the reason in writing.

b. When the supervisor must change the Flexitime schedule, he/she, when possible, should notify the employee in writing at least one week prior to the start of the new schedule, with a full explanation.

8. Core hours will not necessarily apply to part-time employees and employees subject to irregular tours of duty. Schedules will be consistent with the needs of the mission and the spirit of the program.

9. Current procedures for approving and documenting leave will remain in effect.

10. Employee problems regarding Flexitime will be resolved at the lowest level possible. Problems which cannot be resolved at the supervisor level will be forwarded through supervisory channels for resolution.

## **Section C. Compressed Work Schedule**

1. The Employer has established two compressed work schedules.

a. A 10-hour per day, four days per week schedule for employees:

(1) Under this schedule, the duty day will begin at 0630 hours through 1700 hours for those employees assigned to the day shift with a one-half hour lunch from 1200 to 1230. Those employees assigned to the swing shift will begin at 1600 hours to 0200 hours with a twenty-minute working lunch.

b. The 5-4-9 work schedule foremployees:

(1) The employee works eight 9-hour days, one 8-hour day and has a scheduled Regular Day Off (RDO) established within that pay period.

The establishment of an RDO must remain constant and cannot be changed to give additional advantage to the employee in conjunction with holidays or to extend scheduled leave.

The Employer agrees not to change the employee's compressed work schedule unless they can substantiate the need IAW 5 USC 6131. With the exception of temporary changes due to training, the Employer agrees to notify the Union of Employer generated proposed compressed work schedule changes which will then be negotiated between the Employer and the Union.

2. Definitions:

a. Compressed Work Schedule. A schedule having a basic work requirement of 80 hours in a biweekly pay period for a full-time employee. For a part-time employee, the basic work requirement is less than 80 hours which may be scheduled for less than 10 work days.

b. Overtime. For compressed work schedules, the term "overtime hours" means any hours in excess of those specified hours which constitute the compressed schedule. For the purpose of the established 10-hour per day, 4 days per week compressed work schedule, employees would be entitled to overtime pay for hours worked in excess of 10 hours a day and for hours in excess of 40 in the week.

c. Leave. When an employee is absent on approved leave, the employee will be charged with the number or hours of leave corresponding to the number of work hours scheduled for that day. For purposes of this Article, an employee on a ten-hour per day schedule will be charged ten hours leave for approved absences.

d. Holidays. Employees will be paid according to hours worked. Holiday observances will not change under this schedule.

3. Changes in Compressed WorkSchedules.

The Employer agrees to consider employee requests for return to the five 8-hour days per week schedule based on personal hardship. These requests must be in writing and submitted to the

immediate supervisor. Any approved changes will be made effective at the beginning of the pay period following the one in which approved. Any subsequent changes to employee work schedules made by the Employer will be accomplished in accordance with current regulations. (5 USC 6131)

**Section D.** Each organization commander reserves the right to determine whether to use the Flexitime, Compressed, or Standard Work Schedules. Any problems which cannot be resolved at the organization level will be forwarded to the Base Labor-Management Committee.

**Section E.** Subject to mission requirements, shift work employees shall normally have their tours of duty arranged to allow each employee two (2) consecutive days off in each administrative work week. If mission requirements allow, schedules shall be arranged to allow each employee every other weekend off.

**Section F.** In consideration of an employee's stated preference, individual changes in tour of duty and/or hours will be distributed and rotated equitable among assigned personnel to the extent possible. The Union may consult with management and/or the supervisor concerning individual assignments to tours of duty and/or hours of work.

**Section G.** When possible, a suitable area with separate sanitation facilities for male and female employees will be provided for all employees during their rest and/or lunch periods. The Employer will provide a reasonable amount of time consistent with the nature of the work performed for employees to clean up, store, and/or protect government property, equipment, and tools before lunch periods and/or the end of the workday.

**Section H.** Whenever possible, all travel will be scheduled during the basic work week. Authorized overtime will be paid for travel outside of normal duty hours IAW applicable laws. The laws pertaining to overtime differ between exempt and non-exempt employees therefore, employees having questions concerning their overtime entitlements should contact either their supervisor or the Civilian Personnel Flight for clarification.

**Section I.** Whenever possible, and unless essential operations are impaired, management agrees to consider requests to assign Union officials and representatives to day shift work in order to provide representational duties to unit employees. Denial of such requests are grievable under the provisions of the negotiated grievance procedure.

**Section J.** Implementation and utilization of all work schedules defined above shall be in accordance with 5 U.S.C. chapter 61 and 5 C.F.R. Part 610.

## ***ARTICLE 25***

### ***Leave***

#### **Section A.** Annual Leave

The Employer agrees to administer the leave program in accordance with applicable laws and Air Force regulations. Employees are granted annual leave to allow them time off for vacations and for personal and emergency purposes. The use of annual leave is a right of the employee in that the employee is either given an opportunity to use the annual leave, or to the extent permitted by law, is paid for it at the time of separation. Except in cases of emergency, annual leave must be requested by the employee and approved by the appropriate leave-approving official in advance of the absence. Supervisors must ensure that all employees are informed of the procedure to be followed in requesting and obtaining approval of leave. This includes requests for annual leave in advance of the absence as well as leave for emergencies. Supervisors should consider employees' desires and personal convenience as well as the work situation when granting leave. They must not make arbitrary decisions to deny leave. However, the supervisor authorized to approve leave makes the final determination as to the scheduling and the amount of annual leave granted at any specific time. Consistent with the needs of the Employer, annual leave which has been requested as provided in Section A, Paragraph 1 will be approved by the leave approving official.

1. Supervisors should establish annual leave schedules, in writing, by 15 February of each year. The OPM Form 71 or any other appropriate form may be used for this purpose. Normally requests for leave shall be submitted to the approval official on the OPM Form 71, Request for Leave. Leave for more than 30 calendar days may be scheduled subject to approval for specific situations. Disputes between employees desiring the same time shall be resolved through discussion with the employees involved. The supervisor will determine leave in a fair and equitable manner based on such items as personal hardship, leave history, past practice, reasonable rotation of leave, and Service Computation Date (SCD); seniority based on SCD will be the most important factor. In the event two or more people want the same time off every year, the supervisor must rotate the leave so that it is distributed equally. Conflicts/problems with initial leave schedules will be resolved by the last day of February.

2. Unscheduled annual leave will be requested as far in advance as possible. If the request is denied, the supervisor will state the denial reasons, returning the OPM Form 71 within one workday.

3. The Employer reserves the right to cancel previously scheduled or requested annual leave subject to essential mission requirements, in accordance with appropriate laws and regulations, when workload necessitates such action. Employees will be provided the reasons for leave cancellation, and will be given the opportunity to reschedule the canceled leave.

4. Insofar as practicable, employees wishing to observe religious holidays will be allowed the time off. If circumstances permit, work schedules may be rearranged to provide substituted work time. Otherwise, the absence is charged to annual leave or leave without pay.

5. Employees will be encouraged, but not required, to take annual leave upon the shutdown of activities.

6. An employee who is a steward or Union official may be granted annual leave to attend internal Union functions which are not covered by official time. One-week's advance notice will be required and such leave will be approved unless mission critical workload does not permit it.

7. Short-notice annual leave requests will be requested through the immediate supervisor or other designated official, normally within one-hour after the start of the employee's work shift. If the supervisor or other designated official is unavailable to accept the request, the employee must leave a message with the person accepting the call, identifying the reasons for the absence, the anticipated duration, and the location where the employee can be reached.

8. All annual leave an employee will earn becomes available for use at the beginning of the leave year. However, in the event the employee is requesting advanced leave (leave that is in excess of the amount actually earned up to that time), the supervisor authorized to approve leave must have reasonable assurance that the employee will be in a duty status long enough to earn the leave granted before the end of the leave year. Applicable leave requesting procedures will be followed when requesting leave.

### **Section B.** Sick Leave

1. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of illness. Sick leave must be granted to the employee by the Agency when the following conditions exist;

a. When incapacitated for performance of duties by physical or mental illness, injury, pregnancy, or childbirth

b. For medical, dental, or optical examination or treatment.

c. When a member of an employee's immediate family is afflicted with a contagious disease and requires the care and attendance of the employee.

d. To participate in drug or alcohol counseling programs.

e. To make arrangements for adoption related activities.

f. For Family Friendly Leave Act (FFLA) provisions. Under the FFLA, sick leave may be used to provide for a family member as a result of physical or mental illness, injury, pregnancy, childbirth, or medical, dental, or optical examination or treatment; or to make arrangements necessitated by the death of a family member or attend the funeral of a family member. (Family members under FFLA and FMLA are defined in current regulations). A full-time employee may use up to 40 hours (5 days) of his/her sick leave each year for family care and bereavement purposes. An additional 64 hours (8 days) may be used as long as the employee maintains a sick leave balance of 80 hours.

2. When an employee requires the use of sick leave, he/she will be responsible for notifying his/her supervisor by telephone or other means prior to the beginning of his/her scheduled work shift, if possible, but normally not later than two (2) hours after the beginning of the shift. It is

agreed that employees desiring medical, dental, optical examinations or treatment, who cannot arrange appointments outside of work hours, will be granted the amount of time required on sick leave for this purpose. Employees should request such leave as far in advance as possible on an OPM Form 71.

a. Written notices will be given when an employee is suspected of abusing sick leave. The employee will be given the opportunity to refute the notice. These notices will be reviewed every six months. The employee will be advised of the results of the review and informed, in writing, that the notice is either canceled or extended.

b. When an employee is out for more than three consecutive workdays and attended by a physician, a certificate from the physician will be required. If the employee is out sick for more than three consecutive workdays and not attended by a physician, the employee's personal written statement as to the nature of the illness, and that he/she was incapacitated for duty, will be accepted in lieu of a doctor's certificate, except as set forth in Section B (1) above.

c. Consistent with delegated authority, the Employer will make every possible effort to provide light duty for an employee temporarily incapacitated or disabled from performing normally assigned duties. Additionally, a temporarily disabled employee may be detailed to available work he/she can perform so as to minimize loss of accumulated sick leave. If the above is not appropriate, the employee will be placed on leave.

d. Records of individual employee sick leave balances will be restricted to those with a need to know, unless the leave balances are publicized as examples of large accumulations with prior written consent of the employee.

e. To avoid the appearance of harassment, the Employer agrees to exercise prudent use of check-up calls on employees suspected of sick leave abuse. Practices requiring check-up visits to the house of all absentees will not be established without prior negotiation with the Union.

### **Section C.** Leave Without Pay (LWOP)

1. Leave without Pay (LWOP) may be requested for any reason by the employee and is a temporary non-pay status and an authorized absence from duty requested by the employee and could be granted or disapproved by the supervisor.

2. LWOP Mandated by Law: LWOP must be granted in the following three circumstances.

a. A disabled veteran to cover an absence for medical treatment related to a service connected disability.

b. A member of the Reserve or National Guard to perform military training and/or active duty.

c. An employee who requests LWOP under the Family and Medical Leave Act (FMLA).

3. LWOP Mandated by Regulation: If the employee has followed leave procedures, the granting of LWOP is mandatory under the following circumstances:

a. For protecting and employee's status and benefits pending action the Office of Workers Compensation Programs (OWCP) on a claim resulting from a work-related illness or injury during a period the employee is carried on the rolls while being compensated by the OWCP.

b. To avoid a break in service for career and career-conditional employees who are dependents of a military member or federal civilian employee who is employed by a public or private sector organization and who must relocate because of transfer of the head of household.

4. An employee may be granted LWOP in other circumstances; however, leave without pay should be granted when it is apparent that it will result in increased job capability, protection or improvement of the employee's health, or the retention of a desirable employee.

5. Initial grants of LWOP will not exceed 12 months. Requests for extensions will be submitted to the Commander or his designee for prior approval. Any extension beyond one year may be approved only when it is in the interest of the federal service, or when it is determined that, because of unusual circumstances; the employee would be subjected to undue hardship if the extension were denied.

## *Article 26*

### **Excused Absence**

#### **Section A.**

The Employer may excuse designated employees from duty when normal operations at the base are threatened with interruption because of locally severe weather conditions.

1. Annually on/ or about 1 September, the representative for union and Management designated under the provisions of Article 9 of this Agreement, will meet to arrange procedures for establishing/publishing lists of civilian positions to be designated storm essential. It is agreed that incumbents of such positions are those persons normally considered necessary to maintain essential base services and as such would not normally be excused from work during severe weather. It is agreed that supervisors and managers of such personnel assigned to designated storm essential positions will insure such personnel be informed of their designated status, and that all such designations and changes in designations will be brought to the attention of the designated representatives.

2. The Employer will notify employees of their duty status prior to or during periods of inclement weather and in accordance with the following procedures:

a. The Installation Commander, or designee, will determine if weather conditions:

(1) Which deteriorate during normal duty hours will endanger personnel if they remain on duty.

(2) Are severe enough prior to the start of the duty day to endanger personnel attempting to come to work, and

(3) Are such that normal reporting will interfere with base snow removal

b. Once the day's status has been established, the Installation Commander, or designee, will determine an appropriate announcement. In the case of employees who do not report for duty during hazardous weather, annual leave is charged for the full duty day. Administrative leave may be granted if the supervisor determines, after personal review of the facts in each case, that the employee made every reasonable effort to get to work, but was unable to do so because of the weather conditions. Determining factors for consideration in the decision include: Distance between the employee's residence and place of work, and mode of transportation.

c. If a storm essential employee is prevented from coming to work because the highway leading to the base is closed, administrative leave may be granted if approval is obtained from the Installation Commander or the next Delegated Official in Command. If the highway is reopened during an employee's shift, the Installation Commander or next Delegated Official in Command will determine when/if employees are required to report to work. In this situation, storm essential employees are required to report to work unless the supervisor has excused them for the remainder of their shift.

3. The Employer recognizes that employees not normally excused from work may, on occasion, be prevented by hazardous weather conditions from reporting for work at the start of their scheduled duty. In such situations, excused absence may be granted.

4. Rates for overtime compensation for employees required to perform overtime work during hazardous weather conditions will be in accordance with applicable laws, rules, or regulations. However, in view of employee health and safety, employees will not normally be required to perform overtime work in excess of eight (8) hours immediately after completion of their regular work shift without a rest/sleep break of no less than eight (8) hours. Employees designated as Storm Essential who are required to work during Storm Essential designated weather, should be strongly considered for receiving a Time Off Award (TOA) by their supervisor or other designated official, in the amount equal to time spent working during the storm essential designated weather period, not to exceed 40 hours. A Notable Achievement Award (NAA) could be considered in lieu of the TOA if funds are available.

### **Section B.** Employee Organization Administrative Excusal

1. The Employer agrees to grant to not more than four (4) employees who are duly recognized officers and representatives of the Union, administrative excusal in conjunction with attendance at the annual AFGD District Seminar. Administrative excusal for this purpose will be limited to not more than 40 hours for each attendee of the Seminar on an annual basis.

2. Attendance by a Union representative at other briefings or orientations may be excused absence. However, administrative excusal for these purposes is normally limited to one (1) day or less. Such briefings could include, but are not limited to, the subject of the Federal Wage System and policies for those employees having responsibility under the system.

#### 3. General Requirements for Administrative Excusal Requests:

a. All requests for administrative excusal under this section will be made, in writing, to the Employer sufficiently in advance of the event to resolve any differences, and will include enough detailed information for the Employer to make a decision.

b. No more than five (5) Union representatives will be excused at any one time.

c. The maximum total of administrative excusals for the Union will not exceed two hundred and fifty six (256) hours in any one- (1) twelve- (12) month period. Additional training time may be requested by submitting a letter through the Human Resources Officer for approval by the Mission Support Group Commander. The request will include the number of hours requested, the Union representative(s) identified for the training, the dates of the training, and a brief description of the training requested.

d. Approval of administrative excusal under this section is subject to and mission requirements during the requested excusal period.

### **Section C.** Miscellaneous

Excused absence is treated as time worked except that the employee is excused from his/her regular assigned duties. Excused absence will be approved for the reasons set forth below.

Approval for other purposes in accordance with applicable regulations are:

1. Blood donations.
2. Registration with or required appearance before the employee's draft board.
3. Voting and/or registering in governmental elections.
4. Fulfillment of administrative responsibilities in connection with a non-local transfer or separation.
5. Serving on a jury or serving as a witness during a legal court proceeding. The time allowed will be determined under the provisions of applicable laws, rules, or regulations.
6. Unavoidable absences, brief periods of early dismissal, and brief periods of tardiness of less than one hour may be excused by the supervisor or the supervisor may provide the employee the opportunity to request approved leave, earned credit hours, or previously earned compensatory time.

## *ARTICLE 27*

### *Health and Safety*

#### **Section A.** General.

1. The Employer shall, consistent with the provisions contained in Section 19 of the Occupational Safety and Health Act, Executive Order 12196 and 29 CFR 1960, furnish to and maintain for his/her employees, places and conditions of employment that are free of hazards which are causing, or are likely to cause an accident, injury, or illness to the employee. The Employer will initiate prompt and appropriate action to correct any unsafe working conditions. There will be an annual safety inspection of all areas occupied by the employees. The Union may designate a representative at each building who will participate in annual inspections. The Employer and the Union agree to cooperate in a continuing effort to eliminate accident producing conditions and health hazards.

2. In accordance with 29 CFR 1960, Basic Program Elements for the Federal Employee Occupational Safety and Health Programs, the Employer will insure that employees are authorized official time to participate in activities provided by the Basic Program Elements; AFOSH standards; and the local safety and health program.

3. The Employer agrees that approved facilities dispensing food on the premises shall meet regulatory standards of sanitation.

4. The Employer will furnish a clean and adequate lunchroom facility in a designated area where employees may eat their lunch.

5. The Employer and the Union agree that occupational safety, occupational fire prevention, and occupational health requirements which are included in OSHA standards, AFOSH Standards, technical orders, Air Force directives, or National Consensus Standards shall be used to implement the Safety and Health Program.

6. The Employer shall make regular and periodic industrial hygiene studies of any environmental conditions appearing to be injurious to the health of employees including excessive noise, dust, fumes, toxic material, extreme temperatures and other potential harmful conditions. Such studies will also be initiated in response to justifiable employee complaints. Corrective action will be taken on justifiable complaints and the employee will be notified of the correction action to be taken. Notification of corrective action will be taken with thirty days.

7. When industrial hygiene studies or safety inspections reveal that life-threatening harmful conditions exist, no employees shall be required to work in such an area until the conditions have been eliminated. Employees will cooperate in these surveys by wearing monitoring equipment and not interfering with measurements being taken.

8. The Employer **agrees** to ensure prompt abatement of unsafe or unhealthy working conditions. When this cannot be accomplished immediately, the Employer agrees to develop an abatement plan setting forth a timetable for abatement and a summary of interim steps. Employees that are exposed to such conditions shall be informed of the abatement plan.

9. Dismissals due to environmental conditions, which cause adverse work environment such as temperature extremes and plumbing and lighting malfunctions, should be rare. These conditions will be corrected as soon as possible. Employees are expected to work if conditions of the workplace are reasonably adequate. If clearly established by reasonable standards of judgment, considering the temperature of the work area and physical requirements of the position, administrative excusal should be granted if work cannot be performed. Individual employees affected by environmental conditions may be granted leave. Management should consider alternate work sites before administrative dismissal is authorized. Affected employees in a duty status at the time of dismissal are excused without charge to leave.

10. The Employer shall provide material safety data sheets or equivalent information in work areas where potentially hazardous chemicals or other substances are used by employees. When hazardous conditions are found to exist, a Notice of Hazard will be posted.

11. The Employer agrees to maintain one copy of each health benefit plan offered to employees within this area in the Civilian Personnel Flight (CPF). Employees may view these health plans in the Civilian Personnel Flight or access the plans through the appropriate website.

12. The Employer agrees to develop procedures to insure all disabled employees are provided appropriate assistance to evacuate buildings in case of emergency.

13. The Employer will provide gender separate restrooms within each facility where bargaining unit members work.

**Section B.** Emergency/First Aid Treatment.

1. The Employer agrees to provide emergency/first aid treatment for job-related injury and/or illness which occurs during the employee's duty hours.

2. In accordance with the Privacy Act, the Employer agrees to promptly notify the Union in the event of death of a bargaining unit member. Information to be given is name, section assigned to, date of death, and next of kin.

3. Employees may use the base hospital for initial treatment of on-the-job injuries and occupational illnesses.

4. The Employer will arrange transportation to an appropriate medical facility in the event of on-the-job injury or illness.

5. In the event that adequate medical facilities are not available (e.g., missile sites, remote sites,), first aid kits will be provided to render emergency care.

6. The Employer will equip and provide an ambulance for the purpose of providing emergency medical care for Federal employees.

7. When an employee is too incapacitated to return home unassisted due to injury or illness, the Employer will locate transportation home for the employee.

**Section C.** Complaint Processing.

1. Complaints pertaining to safety by an Air Force civilian employee may result in inspection by local authorities, and in extreme cases, by OSHA or NIOSH. The employee, or his/her designated representative, may accompany the inspector on this investigation. With the assistance of their union representatives, employees should give local base officials a first opportunity to work base safety issues.

2. Employees will not be subject to restraint or reprisals for reporting unsafe or unhealthy working conditions.

**Section D.** Protective Clothing, Equipment, and Tools.

1. The Employer shall, in accordance with Section 19(a)(2) of the Occupational Safety and Health Act and other applicable directives, acquire, maintain, and require the use of approved safety equipment, approved personal-protective equipment, and other devices necessary to provide protection of employees from hazardous conditions; encountered during their performance of official duties. The use of protective equipment and clothing is only acceptable in conjunction with adequate employee training, equipment selection, maintenance programs, and/or a submitted abatement program. Employees will not be required to operate any motor vehicle or machine that has been determined by qualified personnel to be unsafe.

2. It is agreed that the Employer will supply safety/protective equipment for those employees who require them, such as glasses, shoes, clothing, or any other protective equipment as authorized by current Air Force regulations and National Consensus Standards. The Employer will provide replacement safety toe boots and other required safety equipment to authorized employees when replacement is necessary due to wear and tear consistent with the employees' position. The Employer will provide prescription type safety boots when the employee provides the approved designated form (not by brand name only) for special safety toe boots as proof of need. These prescription shoes will be purchased through ENVISION unless they are not able to meet the shoe requirements as specified by the physician. The final approval for purchases to be made outside of ENVISION will come from the Squadron Resource Advisor.

3. It is a DoD/agency policy that every employee is required to present him or herself for duty, properly attired according the requirements of his/her position. Appropriations do not allow the Employer to purchase insulated coveralls solely for the protection of employees working in cold weather conditions. Therefore the only situations that permit the Employer an opportunity to purchase insulated coveralls are as follows:

a) The work center has been validated, through the Bioenvironmental Engineering's annual industrial hygiene survey, or by Union request, that employees' clothes are exposed to contaminants and the insulated coveralls meet the specifications for protecting the employee; and/or

b) Civilian employees are assigned to the types of duties that clearly contribute to abnormal wear/tear or damage to normal work clothing. The organizational commander must validate that the aforementioned condition exists and the organizational commander or designated representative must approve the type of special clothing requested {IAW AFMAN 23-110 Volume 2).

4. The Employer will provide individual lockers for employees subject to contamination or documented health concerns. Employees performing dirty work will be provided a reasonable amount of time (e.g. 15 minutes) consistent with the nature of work performed for clean up before lunch periods and/or the end of the workday. This does not preclude management from assigning work during these periods, with lunch periods and/or overtime remaining unchanged. Washroom facilities will have adequate hot water and paper towels. Showers with curtains, benches, adequate ventilation and a locker room will be provided when the potential for contamination is present.

5. To avoid cross-contamination and exposure of contaminants outside of the work center, all contaminated protective clothing and footwear, purchased or leased by the government, will be left at the work center and not worn home. Cleaning and maintenance of this clothing will be the responsibility of the Employer if the contamination occurred while performing official duties.

**Section E.** Training.

1. The Employer agrees that wherever and whenever employees are required to perform duties that involve real or potential hazards, they will be provided adequate training to perform the job safely. Employees required to perform these duties will be supervised until such training is completed. Such training shall include instruction concerning proper work methods and proper use of protective equipment.

2. Designated representatives of bargaining unit employees will receive training that will allow them to assist in maintaining safe and healthy work places. The extent of such training, in addition to that given to other employees, will depend on local needs. The Employer will establish, schedule, and monitor safety, fire, and health training for employee representatives.

**Section F.** Imminent Danger Situations.

1. Employees will cease working when it is believed they are required to work under conditions which are unsafe or unhealthy in the performance of official duties, and when these conditions subsequently expose them to imminent danger which may cause death, injury, or occupational illness. Employees will then immediately notify the nearest available supervisor and Union representative of the alleged hazard. The supervisor shall make an evaluation of the situation and after discussion with appropriate safety personnel and the Union, make a determination as to whether work may proceed. If a determination is made that an imminent danger exists, work shall not resume until such danger can be eliminated through normal abatement procedures and may include interim control measures. The Employer agrees to post notice of hazardous conditions discovered in a work place as required by applicable laws and regulations.

**Section G.** Work in Remote Areas or Enclosed Spaces.

1. When required to work in confined or remote spaces presenting a known hazard, employees shall be assigned in teams of at least two. Employees will not be required to work in such areas without having someone posted outside equipped with all necessary gear as required by governing directives. If the space is so restricted as to prevent two employees, then a communication system shall be utilized to insure the maintenance of constant communication with the employee.

2. When work is required to be performed in areas where flammable or toxic vapors exist, all such areas shall be maintained so that vapor levels remain within acceptable safety parameters as determined by governing directives.

**Section H.** Occupational Safety and Health Representation.

1. It is agreed that the Union will be given advance notification of the quarterly meetings of the Base Safety council and one representative will be invited to attend. Official time will be granted for attendance.

2. The Union will provide one member to the FECA Working Group, with the same responsibilities as the other members. The member will support and promote all common programs and requirements of the Group. Official time will be granted for participation.

## **ARTICLE 28**

### **Use of Official Facilities**

**Section A.** The Union may continue to occupy space in Building 558 for conducting its internal business. Other base facilities may be used by the Union on a space available basis consistent with local base policies. It is agreed that documented requirements of the Air Force will govern the allocation of all base facilities for use by the Union. The Union will be provided access to restroom facilities.

**Section B.** It is agreed the Union may request and may be granted one (1) reserved parking space within close proximity to the automobile/owner/operator's regular work area. It is further agreed such designated space will be subject to change per Union request or withdrawal by Management due to critical Air Force needs.

**Section C.** Union officials and designated representatives for the Union are authorized the use of the available telephone system, to include e-mail and internet access, whenever conducting approved official duties and responsibilities directly related to the processing of Employee, Union, or Employer Grievances, appeals or other official complaints lodged against the Employer. It is agreed that the union will not use the government provided e-mail service for solicitation of union membership, union notices, elections of labor organization officials or polling of bargaining unit employees. Internet access will be to those web sites with the extension .mil or .gov unless approval is obtained through proper channels to extend website capabilities.

**Section D.** As appropriate, and upon request, Management officials, Employees, their designated representatives, and Union officials will be provided copies of records and correspondence related to processing of complaints and grievances. The Employer will make and distribute such copies as they relate to records maintained in that office and at no charge to the recipient.

## **ARTICLE 29**

### **Equal Employment Opportunity**

**Section A.** The Employer and the Union will cooperate in support of the Equal Employment Opportunity (EEO) program by prohibiting discrimination because of age, sex, race, religion, disability, or national origin.

**Section B.** The Union will be given the opportunity to name one (1) Union representative for appointment by the Installation Commander to serve on the Grand Forks AFB EEO Committee, a sub-committee of the Cultural Awareness Committee.

**Section C.** Nothing in this article is intended to preclude an employee from discussing a matter of concern with any EEO Counselor appointed by the Employer. All EEO complaints will be processed in accordance with appropriate guidance.

**Section D.** The Employer will continue to retain as many EEO officials as may be necessary to carry out the functions of the program. Class action complaints will be processed as provided under appropriate law. As required, the Employer shall publicize Base EEO officials by posting their names and work addresses prominently on official bulletin boards.

**Section E.** The parties recognize and support the Federal Equal Employment Opportunity Recruitment Program. This program involves the establishment of targeted recruitment programs based on a determination of minority and female under-representation in various categories of Federal Civilian employment.

**Section F.** In the event a Grand Forks AFB EEO Plan of Action is developed, the Employer agrees to provide the Union with a copy of the plan, including revisions.

## ***ARTICLE30***

### ***Employee Debts***

**Section A.** The Employer and the Union agree that employees are responsible for promptly paying all their just financial obligations.

**Section B.** The Employer and the Union recognize that, in accordance with appropriate directives, neither the Air Force nor any of its personnel will be placed in the position of acting as a collection agency or agent except as specifically authorized by Congress. In the event of a dispute between an employee and a creditor, unless acting under a court order, the Employer will take no action until the dispute has been resolved.

**Section C.** Nothing in this article is intended to prohibit Management from taking appropriate corrective action to insure that the employee takes steps to prevent the Employer from receiving further debt complaints.

## **ARTICLE 31**

### **Disciplinary/Adverse Actions**

#### **Section A.** General

The Employer agrees to take disciplinary or adverse action only to promote the efficiency of the service. The objective of such actions is to correct or improve employee behavior, rather than to punish. Accordingly, the Parties agree to the concept of progressive discipline, but also recognize that the penalties need to be consistent with the nature of the offense. Furthermore, bargaining unit employees shall be subjected to discipline or adverse actions only for just and sufficient cause in accordance with applicable laws, rules, and regulations.

#### **Section B.** Definitions.

**Disciplinary Actions:** Disciplinary actions include oral admonishments, reprimands, suspensions, removals, and in some cases, reductions in grade or pay. Except for oral admonishments and reprimands, these disciplinary actions are also adverse actions.

**Adverse Actions:** Adverse actions are defined per 5 USC 7512 as removals, suspensions, furloughs for 30 days or less, or reduction in grade or pay. These actions do not include those resulting from reduction in force.

#### **Section C.** Timeliness

Disciplinary actions shall be timely. Disciplinary actions affecting members of the bargaining unit should be initiated within 15 calendar days of the act leading to such action or 15 calendar days after the employer becomes aware of such. In cases where a third party (i.e., AFOSI, Security Policy, civilian police, Social Actions, Equal Employment Opportunity, appointed investigating officers) investigation is necessary, the action should be initiated not later than 15 calendar days after the Employer receives the report of investigation.

#### **Section D.** Privacy

The Employer agrees to conduct investigations and to otherwise process disciplinary or adverse actions in a manner which protects the privacy of employees, and which otherwise avoids embarrassment of employees to the maximum extent feasible.

#### **Section E.** Rights To Representation

1. Unit employees subject to disciplinary or adverse actions shall have the same rights to representation as provided in Article 32, Section E of this Agreement. This includes the Union's right of participation and notice whenever an employee elects to represent themselves per Article 32, Section E(2).

2. A Union representative will be given the opportunity to be present at any examination of an employee in the Unit by a representative of the Employer in connection with an investigation if:

a. The employee reasonably believes the examination may result in disciplinary action against the employee, and

b. The employee requests representation. The Employer agrees to delay taking a written or sworn statement until a requested representative is present. Nothing herein will preclude the Union representative from advising the employee on his/her rights in private during the exam. Nothing herein will preclude the Union representative from asking questions or making statements.

3. The employee and/or their Union representative will be granted access to all evidence and supporting materials used in a disciplinary or adverse action. This includes, but is not limited to, copies of correspondence, documents, files, records, and statements of witnesses. Upon request, this evidence will be furnished to the employee or Union free of charge. The Union will also be given the opportunity to interview the witnesses on official time. However, a witness has the right to refuse to be interviewed.

#### **Section E.** Official Time

Unit employees and their Union representatives shall have the same rights to official time as provided in Article 32, Section G of this Agreement.

#### **Section G.** Procedures

1. Oral Admonishments or Written Reprimands: An employee who has been the subject of an Oral Admonishment (whether or not recorded or confirmed in writing) or a Written Reprimand may grieve the matter through the negotiated grievance procedure provided in Article 32 of this Agreement. All other provisions of Article 32 will come into effect.

#### 2. Suspensions of 14 Days or Less

a. As required by 5 USC 7503, an employee against whom such a suspension is proposed, will receive a written advance notice of such proposed action, stating the specific reasons for such proposed action. Such notice will be served on the employee at least 15 calendar days prior to the date of the proposed action. Such Notice will provide sufficient detail so that the employee is fully aware of all charges against them; the evidence used to support the charges, and can prepare a meaningful response. The notice will include a full and complete statement of the employee's appeal rights.

b. If the employee is dissatisfied with the proposed suspension, he/she has the choice of filing an informal grievance per Article 32, Section J (1), or a formal grievance per Article 32, Section J (2) of this Agreement. All other provisions of Article 32 will come into effect.

3. Removals, Suspensions for more than 14 days, reductions in grade, reductions in pay; and furloughs of 30 days or less.

a. As required by 5 USC 7513, an employee against whom such an action is proposed will receive a written Advance Notice of such action at least 30 days prior to the date of the proposed action, unless there is reasonable cause to believe the employee has committed a crime for which imprisonment may be imposed, stating the specific reasons for such action. Such Notice will

provide sufficient detail so that the employee is fully aware of all charges against them and the evidence used to support the charges, and can prepare a meaningful response. The Notice will include a full and complete statement of the employee's appeal rights.

b. If the employee is dissatisfied with the proposed action, he/she may file a formal grievance per Article 32, Section J(2) of this Agreement. All other provisions of Article 32 will come into effect. For adverse actions defined in 5 USC 7512 the employee is entitled to appeal to the Merit Systems Protection Board (MSPB) under 5 USC 7701 instead of the negotiated grievance procedure, but not both.

## ARTICLE 32

### Grievance Procedure

**Section A.** The purpose of this article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

**Section B.** Scope of Coverage:

A grievance means any complaint:

1. By any bargaining unit employee concerning any matter relating to the employment of the bargaining unit employee.
2. By the Union concerning any matter relating to the employment of any bargaining unit employee.
3. By any bargaining unit employee, the Union, or the Employer concerning the effective or interpretation or a claim of breach, of this Agreement, or any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

**Section C.** The procedure contained in this Article shall be the sole procedure available for resolution of grievances of employees in the unit, except as provided in Sections D and E of this Article. The Union and the Employer and all employees within the unit, shall be entitled to use the procedures contained herein. The procedures will not be available to any employee outside of the unit.

**Section D.** Pursuant to 5 USC 7121, the following actions may be filed under the statutory appeal procedure or the negotiated grievance procedure, but not both:

1. Actions based on unacceptable performance. (5 USC 4303)
2. Adverse actions covered by 5 USC 7512.
3. Discrimination (5 USC 2302 (b) (1)).

An employee shall be deemed to have exercised his/her option under this Section when he/she timely initiates an action under the applicable statutory procedure or files a timely grievance in writing under the negotiated grievance procedure, whichever event occurs first. In the instance of a discrimination complaint, an employee shall be deemed to have exercised his or her option when the employee has initiated action with an EEO counselor under the Air Force discrimination complaint procedure or has filed a timely grievance under the provisions of this article. Informational discussions between an employee and an EEO counselor would not preclude an employee from opting to select the negotiated grievance procedure if the grievance is otherwise timely.

**Section E.** Exclusions

The following matters are specifically excluded from this procedures. Any claimed violations relating to:

1. Prohibited political activities.
2. Retirement, life insurance, or health benefits.
3. A suspension or removal under 5 USC 7532 (relating to National Security).
4. Any examination, certification, or appointment.
5. The classification of any bargaining unit position which does not result in the reduction in grade or pay of a bargaining unit employee.
6. Non-selection for promotion from a group of properly ranked and certified candidates. (5 USC 7106 a.2(c))
7. An action terminating a temporary promotion within a maximum period of two years and returning the employee to the former position or comparable position from which he/she was temporarily promoted or reassigned.
8. Non-adoption of a suggestion or disapproval of a quality salary increase, performance award, or other kind of honorary or discretionary award.
9. A preliminary warning or notice of specific action, which if effected, would be covered under the grievance system (e.g., a notice of proposed suspension).
10. Separation actions taken on an employee serving a trial or probationary period. (5 USC 4303)

**Section E.** Questions which cannot be resolved by the parties as to whether or not a grievance is over a matter not subject to the grievance and arbitration procedures of this agreement may be referred by either party to arbitration as a threshold matter.

**Section G.** General Provisions

1. Official Time. A reasonable amount of official time without charge to leave will be afforded in accordance with the following:
  - a. To the employee and the Union representative to prepare any grievance the employee may have.
  - b. To the employee and the Union representative to discuss informally, with the first-line supervisor, any grievance the employee may have.
  - c. To the Union representative to discuss informally or formally with the appropriate management official any complaint the Union may have concerning matters under this agreement.

d. To the employee and the Union representative for preparing and presenting a formal grievance or preparation for an arbitration hearing.

**Section B.** An employee is entitled to a Union representative at any stage of the grievance procedure. Any unit employee may present and process a grievance under this procedure without the intervention of the Union except that only the Union or the Employer may invoke arbitration. If the employee represents himself/herself, the Union will be given an opportunity to be present during the grievance steps.

**Section I.** Failure to comply with time limits specified in this procedure may be cause to deny a grievance filed unless the prescribed time limits are extended by mutual agreement of the parties.

**Section J.** Every grievance filed under this procedure should contain the following:

1. The name of the grieving employee or a statement that the grievance is filed on behalf of the Union or Employee.
2. The nature of the grievance and the specific contractual provision in question, if any.
3. If an employee grievance, a statement as to how the employee is personally affected and personal relief requested.
4. If a Union grievance, the specific corrective action or interpretation requested or desired.

**Section K.** Procedural Steps

1. Employee Grievances. The following steps will be taken by an employee or Union representative presenting a grievance subject to this agreement:

a. **Informal Grievance:** Within twenty-one (21) calendar days of the action complained of, or the date the employee learns thereof, whichever is later, the employee will discuss resolution with the immediate supervisor. If the employee desires Union representation at this stage, his/her immediate supervisor and the Union representative must be notified. Within fifteen (15) calendar days, the supervisor notifies the employee of his/her determination. If the grievance is in writing, the decision will be in writing. If the employee desires further review, he/she shall, within the next fifteen (15) calendar days, file his/her formal grievance.

b. **Formal Grievance:**

(1) The written grievance shall be filed with the Unit Commander, or comparable level management official (reviewing official) under which the employee serves. Within fifteen (15) calendar days from receipt of the grievance, a written decision will be provided to the employee. During the 15 day period, the Reviewing Official will consider all evidence, statements of the employee, the Union representative (if designated), and conduct such investigation and interviews as are necessary to resolve the complaint. If the employee desires further review, he/she shall, within fifteen (15) calendar days after receipt of the Reviewing Official's decision, request review by the Final Administrative Authority (319 MSG/CC).

(2) The Final Administrative authority shall render his/her written decision to the employee within fifteen (15) calendar days of receipt of the request for review.

(3) If the grievance is not resolved to the satisfaction of the aggrieved party, the grievance may be referred to arbitration as provided in Article 34.

2. Union Grievances. The Union may initiate grievances as follows:

a. The Union representative informally discusses and resolves the grievance with the appropriate management official within fifteen (15) calendar days of the occurrence of the event, or the date on which it became known to the Union, whichever is later, which gives rise to the grievance.

b. If unresolved, the Union files a written grievance with the Unit Commander, or comparable level management official involved within fifteen (15) calendar days after said discussion.

c. The management official provides a written decision within fifteen (15) calendar days after receipt of written grievance from the Union.

d. If unresolved, the Union files written grievance with the appropriate Final Administrative Authority within fifteen (15) calendar days after receipt of written decision.

e. Grievance over actions taken by higher authority than the Final Administrative Authority will be filed formally with the Final Administrative Authority.

f. Within fifteen (15) calendar days, the Final Administrative Authority provides a written decision to the Union.

g. If still unresolved, the Union may invoke arbitration.

3. Employer Grievance. The Employer may initiate grievances as follows:

a. The Employer informally discusses and resolves the grievance with the Union President or his/her designee within fifteen (15) calendar days of the occurrence of the event or the date on which it became known to the Employer, whichever is later which gives rise to the grievance.

b. If unresolved, the Employer files a written grievance with the Union President within fifteen (15) calendar days after said discussion.

c. The Union President, or his/her designee, provides a written decision within fifteen (15) calendar days after receipt of the written grievance from the Employer.

d. If still unresolved, the Employer may invoke arbitration.

## **ARTICLE33**

### **Drug and Alcohol Abuse Rehabilitation**

**Section A.** Policy: The parties agree to actively support the spirit and intent of the Air Force Drug and Alcohol Abuse Rehabilitation Program.

**Section B.** Employee Rights.

The Employer has no interest in the employee's private life, i.e., use of alcohol. However, the Employer is interested in job performance. If the Employer suspects an employee's job performance is suffering because of possible or suspected drug and alcohol abuse, the Employer will offer the opportunity for rehabilitation through the program. Employees are encouraged to avail themselves of this opportunity.

**Section C.** Union Participation.

The Union agrees to support the Air Force in the area of rehabilitative services. The Union will use its influence to convince members of the unit of their need for professional help if alcohol or drug abuse is affecting their job performance.

**Section D.** The program will adhere to the requirements established by law, the Office of Personnel Management, and Air Force regulations. Neither counselor nor any management official shall reveal the name of a person voluntarily seeking assistance without the employee's written consent, except where such release is authorized by law and/or regulation.

## ***ARTICLE 34***

### **Arbitration**

**Section A.** 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 thirty (30) calendar days after issuance of the Employer's or the Union's decision in accordance with Article 32 of this agreement, shall be submitted to arbitration.

**Section B.** Within five (5) working 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 nine (9) impartial persons qualified to act as arbitrators. The Parties shall meet within ten (10) working days after the 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 nine (9) and will then repeat this procedure. The party striking the first name shall be determined by a flip of a coin. The remaining person shall be the duly appointed arbitrator.

**Section C.** If either party refuses to participate in the selection of an arbitrator under Section B after ten (10) workdays have elapsed, the FMCS shall be empowered to directly designate an arbitrator to hear the case.

**Section D.** Should the Parties fail to agree on the issue or issues to be heard by the arbitrator, each party shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

**Section E.** The arbitrator's fee and all expenses associated with the arbitration hearing will be borne equally by the Employer and the Union. Should either party order additional copies of the transcript, that party will be responsible for the cost of the additional copy(s). The arbitration hearing will be held, if possible, on the Employer's premises during the regular day-shift hours of the basic workweek. Employees shall be in a pay status up to eight hours per day (or equal to their AWS hours of work) while participating in the arbitration proceeding if otherwise in a duty status.

**Section F.** The arbitrator will be requested to render his/her decision, as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

**Section G.** Either party may file exceptions to the arbitrator's award as provided by 5 USC 7122.

**Section H.** Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

**Section I.** Absent a negative arbitrator's 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 J.** The arbitrator has full authority to make an employee whole and to award fees to those attorneys in circumstances defined in applicable statute.

## ***ARTICLE35***

### **Publicity**

**Section A.** Management agrees to provide bulletin boards in designated work areas, in plain sight, for the display of appropriate Union literature, correspondence, notices, etc. The required amount of space will be that which is mutually agreed to by the designated representative of both the Employer and the Union.

**Section B.** The Employer agrees to include in one or more issues of its Civilian Personnel Newsletter and base newspaper, an annual statement as to the recognition granted the Union and the name, location, and telephone number of AFGE Local 1347 officials and stewards. Further, the Union may submit timely requests for publication of its notices of forthcoming Union meetings, and/or other appropriate items of information for publication to the base newspaper and/or the Civilian Personnel Office, as appropriate.

**Section C.** The Employer agrees to have the negotiated Agreement and amendments/supplements thereto printed. Copies shall be printed in sufficient quantities to meet current and anticipated management needs and to provide AFGE Local 1347 with an initial distribution of seventy-five (75) copies of the basic agreement when published. If warranted, the Employer will provide the Union with additional copies not to exceed fifty (50) copies each year thereafter for use of new employees upon request. The Employer agrees to make initial distribution of the contract in an appropriate manner to current Unit employees and new ones.

## ***ARTICLE36***

### ***Contracting Out***

**Section A.** The employer agrees to consult openly and fully with the Union regarding any review of a function for contracting out within the bargaining unit however, contracting out is not subject to the negotiated grievance procedure.

**Section B.** As specified in appropriate directives, the Union will be provided the following information regarding cost studies;

1. The Invitation for Bid (IFB) or Request for Proposal (RFP),
2. Correspondence from Department of Labor regarding certification of a wage rate,
3. The performance work statement,
4. The "milestone" chart or similar document setting forth the estimated dates for the contracting out process,
5. All changes to the performance work statement, and,
6. Bidder questions and activity answers related to the performance work statement.

The Union will be given the opportunity to attend the "walk through" by prospective bidders of the function undergoing cost study and to attend any briefings held with affected Unit employees.

**Section C.** The Employer shall notify the Union President of its' intention to solicit bids for contract work which could result in a reduction in force or transfer or abolition of functions affecting employees in the Unit.

**Section D.** The Union will be notified, and have an opportunity to be present, when persons interested in bidding on a contract will have contact with affected bargaining unit employees.

**Section E.** Two Union officials, as designated by the union, will be afforded the opportunity to attend contracting-out training at the employer's expense, to include TDY pay and expenses, if funds and training can be agreed upon by both parties.

## ***ARTICLE37***

### ***Traffic Control***

**Section A.** The enforcement of traffic laws and regulations is a basic responsibility of the base security police organization. Civilian employees are expected to comply with all laws and regulations which govern traffic control.

**Section B.** Civilian operators of privately owned vehicles should be aware that a traffic violation could result in either a warning or citation. The following conditions may warrant operator concern:

1. Adverse weather and road conditions which may result in posted speed limits being changed to reduce the speed of on-base traffic.
2. Congested traffic due to movement of military equipment, and
3. Presence of emergency and/or alert vehicles. The SF Operations Branch of the Security Forces Squadron will, as needs dictate, and with advance publicity, work to eliminate the cause(s) of repeated on-base traffic offenses.

**Section C.** Traffic law enforcement will be in accordance with AFI 31-204, GFAFB Sup 1. Any changes or supplements to AFI 31-204, GFAFB Sup 1, which affect personnel policies, practices, or working conditions, will be addressed in accordance with Article 9 of this agreement.

**Section D.** When deemed appropriate, civilian operators of government vehicles are subject to adverse and disciplinary actions in accordance with AFI 36-704.

**Section E.** Personnel who wish to review AFI 31-204, GFAFB Sup 1 and related supplements can find these at the following locations on base

1. The Security Forces Control Center, and,
2. Pass and Registration office.
3. The AFI 36-704 is available at the Civilian Personnel Office, Customer service desk.

## **ARTICLE38**

### **Simulated Emergency Situations**

**Section A.** The Employer and the Union recognize that "notice" and "no-notice" exercises and various simulated emergency situations are required to develop and maintain the Grand Forks AFB capabilities to react to emergency situations.

**Section B.** The Employer agrees to notify the Union as soon as possible after official base notification.

**Section C.** The Union may request impact and implementation bargaining prior to the start of the simulated exercise. Requests to delay the starting time/date or limit the scope of the exercise cannot be approved.

## **ARTICLE39**

### **General Provision**

**Section A.** The Employer and the Union agree to actively support efforts to eliminate waste; conserve materials and supplies; improve the quality of workmanship; encourage the submission of suggestions and cost reduction ideas; prevent accidents; and strengthen and foster good relations among the Employer, the employees, and the local community.

**Section B.** The Union agrees that it will not call or participate in a strike, work stoppage or slowdown, or picketing of the Employer in a labor-management dispute if such picketing interferes with the normal conduct of Base operations, or to condone such activity by failing to take action to prevent or stop it.

**Section C.** The Union agrees that it will actively support the Air Force Fraud, Waste and Abuse Program and those policies, practices, or procedures that increase productivity and efficiency of the Federal Service.

**Section D.** The Union recognizes the need of the Employer to conduct various types of opinions, attitudes, participation, cooperation, etc., employee surveys or questionnaires, that are used or designed to determine the effectiveness, need, methods, etc., of various programs, general personnel policies, practices, procedures, and working conditions. Therefore, in order to expedite data accumulation, it is agreed that consultation/negotiation requirements are met by the Employer providing a copy of the survey/questionnaire to the Union for review in accordance with article 9.

**Section E.** To the extent possible, management agrees to provide the Union with one copy of all Air Force Instructions within series 36, and subsequent DOD regulations and manuals that replace them and one copy of each revision and/or supplement issued thereto. Further, management agrees to bargain on the impact and implementation of such revisions/supplements issued during the term of this Agreement. Management agrees to consider the Union's request for other pertinent publications and to provide copies or portions thereof as deemed appropriate.

# ARTICLE40

## Fire Department

### Section A. Tour of Duty/Duty Day.

The tour of duty standard for determining operational firefighter's entitlement to pay and overtime compensation is prescribed by the Federal Firefighters Overtime Pay Reform Act of 1998 (FFOPRA) and Title 5, Code of Federal Regulations, Part 550 Subpart M  
A normal tour of duty will begin at 0745 hours and end at 0745 hours following day.

1. A firefighter's regular duty day shall consist of a 24-hour shift. The entire 24-hour shift is considered hours of work under FFOPRA and Title 5 however, management will make every effort to conduct routine work such as station duties, scheduled training, maintenance of fire equipment, standbys and other duties related to fire department operations during the 24 hour shift as follows:

- 0745 - 0915 - Work listed in (1) above. (1.5 hrs)
- 0915 - 0930-Break
- 0930 - 1130- Work listed in (1) above (2.0hrs)
- 1130 - 1300 - Lunch (No portion of this time will be interrupted by the work activities listed at (1) above unless mission essential entails emergency response)
- 1300-1500- Work listing in (1) above (2.0hrs)
- 1500 - 2200 - One hour during this period will be used for participation in the mandatory USAF Firefighter Physical Fitness Program (when implemented), the remainder of the time for rest/relaxation/sleep, mission essential work or emergency response (1.00 hrs)
- 2200 - 0630 - Rest/relaxation/sleep, mission essential work for emergency response
- 0630 - 0645 - Morning wake-up and personal hygiene
- 0645 - 0745 - Work listed in (1) above (1.0 hrs)

Management will not conduct routine station cleaning and maintenance duties that can be accomplished at another time, between the hours of 1500-0645.

2. All federal holidays and down/goal days shall be observed. Management will not conduct routine station duties that could be accomplished at other times and will avoid conducting training exercises unless make-up training is required.

### Section B. Civilian Firefighter Dress

Civilian Firefighter dress at Grand Forks AFB will meet NFPA requirements and Air Force standards.

**Section C.** Personal Hygiene

1. Because of the unique configuration of the Fire Department and the close physical proximity of employees, the highest standards of personal hygiene are required.
2. Beards are not permitted to be worn by the firefighter.
3. Mustaches will be limited to a length which does not become unruly or interfere with wearing of protective equipment.
4. Hair will be kept clean and will not interfere with the proper wearing of personnel protective equipment.

**Section D.** Meals

1. The Employer agrees to furnish meals of good quality, including lunch and dinner. Cost of such meals will be as designated by the appropriate authorities of the Air Force.
2. Questions on the quantity and quality of food will be brought to the attention of the Dining Hall Manager or his/her designee.
3. Due to the unique mission requirements of firefighters, requests for dining accommodations such as, but not limited to, reserved parking and seating, priority serving, will be granted.
4. Parties to this Agreement recognize that permanent changes in serving hours and the number of meals may occur and are an appropriate matter for consultation.
5. Firefighter crews will be allowed to take the structural pumper or rescue vehicle to eating establishments as approved by the Installation Commander as long as it does not violate any laws, rules or regulations.
  - a. Dining facilities approved by the Installation Commander include the Airey Dinning Facility, Plainsview Golf Course Snack Bar, Bowling Center Snack Bar, Enlisted Club Dining Room and the Base Exchange (excluding Burger King Drive-Thru).
  - b. The Fire Chief, Deputy Fire Chief or on duty Assistant Chief for Operations will be the sole authority for determining where, when and how crews and vehicles will be dispersed during meal periods. At no time will the dispersal of firefighters and apparatus have a negative effect on the flight's ability to perform its primary mission as directed by AFI 32-2001 and departmental Standard Operating Procedures.
  - c. If possible, crew assignments will be changed so that no one desiring to dine out will not be required to do so.
6. Unresolved problems will be directed to appropriate management and union officials.

### **Section E.** Jury Duty

1. Firefighters selected for jury duty will be paid in accordance with governing laws, rules, regulations and Article 26(C)(5) of this agreement.
2. Firefighters assigned jury duty, for the regular scheduled work day, will be considered on duty for the whole shift and granted administrative leave for hours in the day not used for jury duty. If a firefighter gets released from jury duty before 1:00 p.m., they need to report back to work to complete their shift unless arrangements have been made for appropriate leave.

### **Section F.** Training

1. If possible, management will avoid conducting outdoor training exercises in temperatures above 80 degrees F Wet Bulb Globe Temperature (WBGT) and below -15 degrees Wind Chill Temperature (WCT) or in adverse weather conditions when the training could be rescheduled for another time or a different day.
2. Since proper training of all Firefighters is a continuing necessity, the Employer agrees to furnish a study room equipped with current fire department training materials to be utilized for self-improvement after normal duty hours.

### **Section G.** Physical Training Equipment

1. Management will provide required Table of Allowances (T.A.) and/or other items of equipment as resources permit, to provide the capability for a comprehensive physical fitness program. Adequate space will be provided as available for the placement of physical training program equipment and to utilize it.
2. The Union agrees that all GS-081 employees whose position description requires participation in firefighting operations will participate in a physical conditioning program however, before implementation of the new DoD Program (specific policies, if applicable) and procedures that comply with the physical fitness program will go through the Impact and Implementation process with the Union.

### **Section H.** Recreational Equipment

1. As funds dictate and need is demonstrated, the Employer will furnish recreational equipment to be utilized by the firefighters at approved times during their tour of duty. Suggestions on new or replacement recreational equipment will be brought to the attention of the Fire Chief for consideration.
2. The Fire Department Dayroom shall be furnished with an adequate amount of furniture. Because of constant use, these items will be replaced on an "as needed" basis.
3. Management will solicit input from firefighters when contemplating changes or purchases of recreational equipment or personal items such as beds or personal storage lockers.

## **Section I.** Fire Protection Standards

1. Management shall implement National Fire Protection Standard 1500, ("Fire Department Occupational Safety and Health Program"}, National Fire Protection Standard 471 ("Responding to Hazardous Materials Incidents"), and National Fire Protection Standard 472 ("Professional Competence of Responders to Hazardous Materials Incidents").

a. The Fire Department shall adopt a written plan for compliance with NFPA 1500.

b. The Union reserves the right to negotiate changes to working conditions resulting from the written plan implementing NFPA 1500.

c. If a firefighter is injured during the performance of his/her duties, every effort should be made to accommodate the firefighter, within the fire protection career field, while meeting the medical limitations.

## **Section J.** Firefighter Certification Program

The Employer and agrees to implement the Firefighter Certification Program in accordance with AFM 32-2003, DoD 6055.5-M and Change 1 to DoD 6055.5-M.

## **Section K.** Safety and Health

1. Unit employees assigned to positions directly involving firefighting duties are required to undergo an annual physical examination to determine fitness for continued performance in the fire protection career field.

2. A physical, meeting the requirements of the most current edition of National Fire Protection Association Standard 1582 - Medical Requirements for Firefighters and Information for Fire Department Physicians, will be conducted free of charge for all employees by the USAF Clinic, and fitness for duty shall be determined by the designated Fire Department Physician. The Flight Surgeon is the designated Fire Department Physician for this installation.

3. An employee who does not wish to undergo the NFPA 1582 examination by the USAF Clinic may be examined by a private physician only after the employee provides management with a letter from their physician stating that a complete physical examination in strict accordance with NFPA 1582 guidelines will be conducted. Firefighters must obtain a copy of AF Form 2766 from the Flight Surgeon's Office outlining test requirements. This form will be used by the private physician when conducting the physical examination. The employee will bear all expenses for this examination, and a complete record of the examination results will be provided to the Flight Surgeon's office and become part of the employee's official USAF medical record. The Flight Surgeon shall evaluate the results of the examination and will be the sole determining factor in deciding fitness for firefighting duty or conditions for continued firefighting duty.

4. Should a firefighter choose to have their physical performed by their private physician, all tests and evaluations shall be accomplished by that physician (i.e., not appropriate to request a test be performed at the 319 MDG to save money and then return the results to their private physician)

5. If the USAF Flight Surgeon does not receive the evaluation results from the employee's private physician within 60-days after the physical examination, then the employee must undergo the examination by the USAF Clinic.

6. An employee who is examined by a private physician will use sick leave, annual leave or leave without pay if otherwise in an active duty status.

7. Management will attempt to re-assign any firefighter that is determined to be medically unfit for duty into a vacant position within the firedepartment that does not involve firefighting duties or emergency incident command and control duties.

#### **Section L.** Trading of Time

1. The parties agree with the concept of permitting firefighters to relieve one another when certain work conditions exist. The Employer recognizes that permitting trading of time may serve to enhance employees' quality of life, while the Union recognizes this privilege cannot be exercised when it might interfere with the efficient performance of mission-related work. Thus, the Parties agree to permit trading of time in accordance with the following conditions:

a. Hours traded between firefighters must be exchanged within a single pay period.

b. The Employer agrees to consider allowing GS-08 firefighters to trade time with GS-07 firefighters in most instances; however, any requests for trading of time that may present a manning problem or which involves a lead firefighter must be submitted to the supervisory firefighter or their designated representative for approval.

c. Firefighters desiring to trade time will make such requests to the supervisory firefighter prior to the beginning of the pay period involved (except in unusual or extenuating circumstances).

d. The Parties understand and agree this Section, or any action pertaining to or about the trading of time, is excluded from the coverage of the negotiated grievance procedures within this agreement. It is further agreed; no member of the Unit can grieve under the agency's administrative procedure.

2. The Parties agree it is the intent of this section to provide a method for unit employees to trade hours of work when the above procedures have been followed and approved. It is also agreed between the Parties that it is not the intent of this Section to require the employer to pay overtime because of the trading of work.

3. The Parties agree any bargaining unit employee who violates this trading-of-time privilege will be denied the privilege for a period of one (1) year from the date of such violation.

## **ARTICLE 41**

### **Smoking in Air Force Facilities**

#### **Section A.** General Policy

The parties recognize that the use of legal tobacco products is an employee's right in designated areas. The Parties also recognize that employees who don't smoke have a right to clean air, free from the harmful effects of secondary smoke. Employees who smoke are encouraged to make use of the smoking cessation programs offered by the Employer.

#### **Section 8.** Smoking Prohibition

1. All tobacco use (smoking and dipping/chewing) will be prohibited in all Air Force Facilities except those areas designated by the Installation Commander and in designated areas within the Fire Department to be mutually agreed-upon by the Fire Chief and the Union representative for the Fire Department.

2. Smoking is prohibited in all government vehicles.

**Section C.** Outdoor Smoking Shelters: The Employer agrees to maintain and repair existing smoking shelters.

#### **Section D.** Smoking Cessation Programs

1. Unit employees will be permitted to attend smoking cessation programs offered by the Employer at no cost.

2. Unit employees will be allowed to attend such programs, to include follow-up sessions, during normal duty hours with no charge to leave, after coordinating dates and times with their supervisor to prevent mission conflicts.

3. Supervisors will take into consideration the temporary stress and trauma on employees who are making an effort to quit smoking. This will not be construed to impede management's right to discipline employees under the provisions of Article 31.

4. Employees will not be tested for the use of legal tobacco products.

5. The Union agrees to jointly participate with the Employer in voluntary efforts to encourage employees to use the smoking cessation programs.

## ARTICLE 42

### **Mobilization of the Civilian Workforce**

**Section A.** The Employer agrees to administer mobilization of the civilian workforce in accordance with applicable laws, DOD and Air Force policy and instructions.

1. **Program Definition:** A **Key Position** is a federal civilian position in the United **States or US territories** that must be filled during a national emergency or mobilization, and which, if vacant, would seriously impair the functioning of a federal agency or office. Some Air Force civilian employees are also Reserve members of the Armed Forces. All members of Reserve Components of the Armed Forces are immediately available for recall to active military service unless they are exempt from military mobilization obligations. A potential conflict of obligation occurs when an employee is also a member of the Reserves and occupies a Key civilian position. Conflicts must be resolved before mobilization occurs. (Please note for clarification that the definition of the category "Emergency Essential" or "EE", is a term associated with civilian position designations at overseas locations, or subject to deployment to overseas locations.)

2. The employer will identify wartime and contingency manpower requirements, key civilian positions as specific components of the manpower requirements, skill shortfalls and staffing plans, maintain reserve status information, conduct annual reserve screening, and prepare requests for removal of key employees from military mobilization obligations where skill shortages of key positions cannot be met.

3. All employees are expected to report for work at the normal duty station during periods of national emergency, mobilization, war, military crisis, natural disaster or other contingency, unless officially told not to report at all or to report to another location.

4. Employees will participate in test alerts and practice exercises when directed by the supervisor. Overtime and call back procedures apply when employees work during the alert or an exercise occurs outside the regularly scheduled duty tours.

5. Employees will identify Reserve (member of the Armed Forces) status category, military recall status, and changes to their supervisor and the Civilian Personnel Flight. Each reserve component of the Armed Forces conducts an annual screening to determine the availability of the Ready Reserves. The survey is conducted and reported through the Civilian Personnel Flight.

6. If employee(s) are directed to evacuate their permanent duty station in the United States: Report to your designated safe haven  
Contact the Air Force civilian personnel flight (CPF) nearest your safe haven as instructed in official announcements.  
Give your safe haven location, address, telephone number, and any changes in the address or telephone number to the CPF.  
Perform your assigned work at the safe haven.

7. Tell your supervisor whom to contact in an emergency.  
When a natural disaster is imminent, provide an emergency contact outside the commuting area.

8. Employees will receive training to know what is expected during contingencies.

9. Employees will receive pay, benefits entitlements and personnel support during contingencies.

10. The employer will insure accountability for deployed and evacuated civilian employees.

**Section B.** The Employer agrees to accomplish the following documentation:

1. A list of the key positions will be made available to the Union annually.

2. Supervisors must notify employees annually of key requirements of positions and the requirement, if necessary, to request the individual be removed from military recall obligation.

3. "Key" designations will be documented in core personnel documents/position descriptions.

4. Vacant positions with "key" designations will be identified as such in vacancy announcements and/or employees tentatively selected will be notified of "key" requirements by letter and a review of the core personnel document/position description.

## ARTICLE 43

### *Date Duration, Effective, and Change*

**Section A.** Duration of this Agreement will be three (3) years from the date signed by the parties and will become effective upon approval by DoD Civilian Personnel Management Service (CPMS). Either party may give written notice to the other party not more than one hundred and five (105) nor less than sixty (60) days prior to the expiration date of the Agreement of its intention to renegotiate. In the event notice is given by either party, the parties shall begin ground rules negotiations within thirty (30) days from receipt of that notice.

1. If neither party desires to renegotiate this Agreement, the parties shall sign a memorandum to this effect (such memorandum becoming part of the Agreement), and the agreement shall be renewed for a one (1) year period.

2. It is understood that this Agreement will terminate at any time it is determined that the Union is no longer entitled to Exclusive Recognition. It is also understood that any supplements or amendments to this Agreement require the same approval as the basic Agreement, and these supplements and amendments will terminate at the same time as the Basic Agreement.

**Section B.** Mid-term Modification. This Agreement may be opened for mid-term modification, provided that any request for modification be submitted in writing to the other party. This request must be submitted not less than forty-five (45) days prior to the date that the Agreement has been in effect for eighteen (18) months. The written request shall be accompanied by a summary of the areas which the party seeks to modify. If the agreement is not reopened prior to the eighteen (18) month anniversary date, the Agreement shall remain in effect, unmodified, through the end of the full three (3) year term. If the parties have agreed to reopen the Agreement for modification, then the parties will commence negotiations at the earliest practical date. Agreement shall be evidenced by written modification duly executed by both parties.

**Section C.** Amendments and Supplementation of this Agreement. It is understood that amendments or supplementation of this Agreement may be necessary when required by law, or decisions of higher authority of competent jurisdiction. Such provisions shall be negotiated for the purpose of an adequate replacement and no changes other than those required will be made. In this event, the parties will meet for the sole purpose of negotiating new provisions. All other provisions of the Agreement shall remain in full force and effect. Such changes will become effective as outlined in Section A. Any changes that affect the employees of Grand Forks Air Force Base will be negotiated by the union and will require a signature by the President of the Union or designated official.

**Section D.** Official Time. Reasonable official time may be authorized for review and training on this Agreement by all supervisors and bargaining unit employees.

## ***ARTICLE44***

### ***Child Development Center***

The Employer has determined the following information and procedures will be used by employees and patrons of the Child Development Center (CDC). Should any of these processes change, the Union will be notified immediately of the impending change.

**SECTION A.** The Child Development Center (CDC) will be closed on all Federal holidays. The CDC will be closed the day after Thanksgiving. If either an Executive Order is signed or the Wing Commander authorizes early release on the afternoon of December 24th, the CDC will close early as stated in the Executive order or Wing Commander's statement. It is understood that unless an Executive Order is signed by the President of the United States declaring either of these times as an official holiday; annual leave, previously earned compensatory time or Leave without Pay (LWOP) will be charged for these periods of time. Because the CDC must remain open until all of the children are picked up by their parents/guardians, employees who must remain at work past the Executive Order holiday, will be paid holiday pay IAW 5 USC 6101 and CFR610.

**SECTION B.** When the CDC is open for designated STORM ESSENTIAL or MISSION ESSENTIAL personnel only, it will be open for the following patrons: 1) Single military designated storm/mission essential; 2) Dual military who are designated storm/mission essential; 3) Working/School spouse of deployed military member; and 4) Working/School spouse of storm/mission essential member. A letter, signed by the military member's First Sergeant or a civilian spouse's supervisor, will be obtained and on file as verification of whether the member is storm or mission essential. The patron will verify their emergency telephone number and work phone number upon dropping their child off at the CDC. If the patron is unsure of their work phone number for that day, they are required to call immediately upon arrival at their work site.

**SECTION C.** Every attempt will be made by the Youth Flight Chief or Services Commander/Deputy to close the CDC for Family Days and similar worded days; however, the Wing or Vice Wing Commander makes the final determination if the CDC must remain open.

**SECTION D.** There will be a television in the break room for news announcements such as who is to report for work, what phase of an exercise we are in, surrounding school closings, etc.

**SECTION E.** Uniform shirts will be provided for desk clerks. Hats/caps are not allowed which display inappropriate logo (i.e., beer or language) and must be clean and well kept.