

LABOR-MANAGEMENT AGREEMENT

between

The Director, Information Directorate
Air Force Research Laboratory
Rome, New York



and

Local 2612
American Federation of Government
Employees

25 January 2018

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ARTICLE 1

PREAMBLE

Section 1--Purpose

This Agreement is executed as documentation of the cooperative atmosphere and in recognition of the promotion of continued partnership which exists between Local 2612, American Federation of Government Employees, AFL-CIO (hereafter referred to as the Union) and the Director, Air Force Research Laboratory (AFRL) Information Directorate, Rome, New York (hereafter referred to as the Employer).

Section 2--Recognition

The Employer recognizes the Union as the exclusive bargaining representative of all bargaining unit employees (hereafter referred to as Employees) as specified in Section 3 below.

Section 3--Applicability

The unit to which this Agreement is applicable is composed of all AFRL employees employed at the Information Directorate, Rome, New York (including geographically separated sites within the commuting area), excluding professional employees (as defined by **5 USC 7103(a)(15)**), employees with temporary appointments not in excess of one year, employees engaged in civilian personnel work other than in a purely clerical capacity, management officials and supervisors as defined by the Act, and such other categories of employees as are excludable in accordance with the provisions of **5 USC 7112(b)**, Title VII, of the Civil Service Reform Act of 1978.

Section 4--Other

All actions not covered by this Agreement will be governed by appropriate law, rule, or regulation.

ARTICLE 2

RIGHTS AND OBLIGATIONS

Section 1--General

The Employer, the Union, and the Employees are guaranteed certain rights under **5 USC, Chapter 71** (hereafter referred to as the Statute); with these rights, there are specific obligations. Compliance with the duty to bargain in good faith in accordance with **5 USC 7117** is essential to forging a cooperative working environment. In accordance with the Statute, the Employer has the right to determine the organization's budget and utilize the workforce with respect to mission requirements in accordance with **5 USC 7106(a)**. The Union has the right to negotiate on the conditions of employment that affect bargaining unit Employees in accordance with **5 USC 7106(b)**. The Employee has the right to join or not join a labor organization (Union) without fear of coercion, harassment, intimidation, or reprisal of any kind in accordance with **5 USC 7102**. Compliance with these rights and obligations, in concert with the articles of this Agreement, assures the uninterrupted, orderly, economical, and efficient accomplishment of the AFRL/RI mission.

Section 2--Union

1. The Union shall represent the interests of all Employees without discrimination and without regard to Union membership in accordance with **5 USC 7114(a)(1)**.
2. The Union shall maintain a high standard of judgment in its interaction with the Employer and the Employees.
3. The Union shall discuss and bargain in good faith with the Employer concerning changes relating to personnel policies, practices, and working conditions, in accordance with the Statute.
4. The Union has the right to be informed and to be represented at all formal discussions in accordance with **5 USC 7114(a)(2)(A)**.
5. The Union has the right to attend any examination of an Employee if the Employee reasonably believes that the examination may result in disciplinary action against the Employee and requests Union representation.

6. The Union has the right to request data in accordance with **5 USC 7114 (b) (4)** .

Section 3--Employer

1. Nothing in this Agreement shall affect the authority of the Employer to determine the mission, budget, organization, number of employees, and internal security practices.

2. The Employer shall inform the Union of all formal discussions in accordance with **5 USC 7114 (a) (2) (A)** .

3. The Employer shall discuss and bargain in good faith with the Union concerning changes relating to personnel policies, practices, and working conditions, in accordance with the Statute.

4. The Employer shall furnish, to the Union, data requested in accordance with **5 USC 7114 (b) (4)** .

Section 4--Employees

1. The Employees have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from such activity. In addition, this Agreement does not preclude any Employee, regardless of labor organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, or regulation.

2. Nothing in this Agreement will be construed as denying an Employee a right which the Employee has by law or regulation.

3. The Employee has the right to request Union representation at any examination of an Employee if the Employee reasonably believes that the examination may result in disciplinary action against the Employee.

4. The Employee has the right to contact the Union concerning representational issues during duty hours.

ARTICLE 3

LABOR MANAGEMENT RELATIONS

Section 1--Official Time

1. Official time is time granted to an Employee who is a Union Official in the preparation for and in the performance of representational functions on behalf of a labor organization. Time expended will be reasonable, necessary, and in the public interest. Official time is time without loss of pay or charge to leave and is a right of Union Officials granted by **5 USC 7131**, regulations, Executive Orders, and this Labor-Management Agreement.

2. It is in the interest of both the Union and the Employer that Union Officials have sufficient time to perform their representational functions. Realizing that completion of assigned duties is a shared interest, it then becomes the responsibility of the Union Official and his/her supervisor to assure optimum work performance while meeting Union Officials' requirements for representation of Employees. Conflict between these interests can be minimized if supervisors and Union Officials work together and communicate to achieve common interests.

3. Supervisors must understand the role of the Union Official and attempt to achieve a balance between the use of official time and workload. Supervisors shall approve requests for official time unless a serious detrimental effect would be incurred in accomplishment of the workload. Realizing the potential disruptive scheduling effects of last-minute departures, Union Officials shall request official time as far in advance as possible. When advance notice is not possible, both Union Official and supervisor must work together to minimize disruption. A determination by the supervisor on a request for official time will be provided as far in advance as possible, normally within 1 (one) hour of the request. Should a change to scheduled official time become necessary, the party initiating the change will notify the other party as soon as possible. Requests for departure from the workplace to conduct representational duties shall include location, general nature of the business, and projected time of return to the workplace. Supervisors must be sensitive to the fact that Union Officials frequently perform Union representational functions of a confidential nature and therefore extensive listings of specific nature of business must be avoided. In evaluating requests, consideration must be unbiased, taking

into account the amount and type of workload, specific time of day, alternative methods of accomplishing work, urgency of work completion, and benefits to be derived by the Laboratory as a whole as a result of the Union Official's fulfillment of representational duties.

4. Union Officials may be invited to attend, in their official capacity, functions that affect the Information Directorate (such as, but not limited to, visits by Elected Officials, Safety Council, Facility Board, Junior Force Council, Federal Women's Program, etc.). Supervisors of Union Officials are obligated to release the Employee under this section unless there is an emergency workload.

5. Union Officials will be allowed sufficient official time for preparation of forms and correspondence to other federal agencies as mandated by law.

6. Any activities performed by an Employee relating to the internal business of a labor organization (including, but not limited to, solicitation of membership, internal newsletters for members, elections of labor organization officials, informational picketing, and collection of dues) shall be performed during the time in which the Employee is in a non-duty status, and therefore will not be considered official time.

7. Official time shall be granted for training (including Union sponsored training) of Union Officials for representational duties. Such training is not to be considered as internal Union business. The Union will submit information concerning the content and schedule of the training session to the local labor-management point of contact. The Union will also provide the name and office symbol of the individual attending the training session.

8. New Employee orientation will include information on the Union and Employees' bargaining unit status, and the Union's contact information to new Bargaining Unit Employees. The Employer shall provide the Union a list of new Bargaining Unit Employees each month.

Section 2--Recognition of Union Officials

The Employer agrees to recognize officers and stewards of the Union and designated national representatives. The Union will provide, to the Employer, a list of Union Officials after an election or whenever a change occurs. The number of stewards in the bargaining unit shall be the minimum number required to

properly represent the Employees. Stewards will normally service the organization in which they are assigned.

Section 3--Union Facilities

The Employer shall provide the Union an office environment comparable to a normal AFRL/RI office including:

- a. Private office space (as a guideline, approximately 500 square feet)
- b. Conference room access
- c. Custodial services
- d. Functional office furniture
- e. Three Class A phone lines, X7977, X7974, and X7976
- f. A minimum of 2 (two) laptop computers with docking stations and dual monitors consistent with typical RI office use, each with associated software
- g. A multifunction printer/fax/scanner
- h. An intranet page for the sole purpose of providing Union contact information and links to outside Union informational webpages.

Section 4--Union Visitors

Authorized officials of the AFGE who are not AFRL/RI employees may visit the installation to conduct appropriate business upon notification, by the Union, to the local labor-management point of contact. Advance notice will be provided when available. The Union is responsible for satisfying Security requirements for the visit.

Section 5--Mid-Term Bargaining

1. When the Employer decides to make a change that will affect conditions of employment (**5 USC 7103(a)(14)**) of unit Employees, the Employer is required by the Statute to notify the Union prior to the implementation of the change. Such notification must be given to the Union President far enough in advance of the proposed implementation date that Union representatives will have sufficient time to study the change and to decide if they wish to bargain (**5 USC 7117**). This notification to the Union must

indicate what the Employer intends to do, and when the Employer proposes to do so.

2. Union representatives are entitled to official time as outlined in Section 1 above for Mid-Term Bargaining. The number of Union representatives and Employer representatives for Mid-Term negotiations will normally be two individuals from each party. Any deviation from the norm will be mutually agreed to, but will be limited to a maximum of four individuals from each party.

3. The Union will provide written proposals seven days prior to the first bargaining session, unless this provision is specifically waived by mutual agreement. If the Union has supplied proposals to the Employer and the first bargaining session is postponed or cancelled by the Employer, the Employer will then receive proposals at the first bargaining session.

ARTICLE 4

TRAINING AND DEVELOPMENT

Section 1--Concept

The continued training and development of the workforce is essential in maintaining and improving the effectiveness of the Information Directorate. The Employer, the Employees, and the Union join to promote a well-trained workforce.

Section 2--Responsibilities

1. Employer

a. The Employer shall provide training opportunities in accordance with **AFI 36-401**.

b. The Employer shall inform Employees of the broad scope of available training opportunities essential to the development of a knowledgeable, productive workforce.

c. The Employer and new Employee shall jointly and expeditiously prepare a training and development plan, normally within 30 days of assignment to a position.

d. The Employer shall publicize to Employees deadlines for requesting training.

e. The Employer and Employee shall periodically review the training and development plan for currency. Generally the training and development plan will be reviewed in conjunction with the mid-cycle feedback and the annual appraisal.

f. When training requirements are identified, the Employer and Employee will work together toward developing a plan to satisfy the requirements.

g. To ensure continuity of training and recognize individual accomplishments, the Employer shall document successfully completed training/education in the Supervisor's Employee Work Folder within a reasonable period of time.

h. The Employer shall compensate Employees who are directed to take courses in accordance with applicable law and regulation.

i. The Employer shall make available recorded or other comparable sessions for Employees on leave, on official travel, for shift workers, or other Employees not normally released from duty to attend required training sessions.

2. Employee

a. Each Employee is responsible for utilization of time, effort, and initiative to increase their potential value through self-development and training.

b. The Employee may update their training records with non-agency training/education.

c. Each Employee is accountable to complete Employer directed training. However, Employees may request to be excused from training they personally find to be sensitive, emotionally-charged topics.

d. The Employee is encouraged to share knowledge and assist in training other Employees, to enhance the effectiveness of the Information Directorate as a whole.

e. Each Employee who is a Police Officer will have the ability to perform the full range of integrated defense roles, including that of Desk Sergeant; Police Officers will rotate through the roles they are certified in, so as to maintain proficiency. Such opportunities shall be fairly administered.

f. Employees will be provided the opportunity to request training courses. The Employer shall provide the basis for the denial in writing, when requested to do so by the Employee.

3. Union

The Union shall encourage Employees to take full advantage of all available training and education opportunities.

Article 5

SENIORITY

Seniority is based on an Employee's Service Computation Date as shown on the Employee's Leave and Earning Statement.

ARTICLE 6

TOURS OF DUTY

Section 1--Established Tours

Tours of duty are established to ensure optimum accomplishment of the mission while providing a family friendly work environment. The Employer and Employee shall work together to establish the Employee's tour of duty based on mission requirements, individual requests, and/or personal hardships. Work schedules (other than shift work) must not begin earlier than 0600 hours, nor end later than 1830 hours, with core hours of 0900 to 1100 and 1330 to 1500. Except in unusual circumstances, Employee tours of duty will have 2 (two) consecutive relief days.

Section 2--Scheduling Conflicts

Should conflict arise in scheduling shift assignments or relief days of Employees possessing corresponding skills, and in the absence of a determinable personal hardship, seniority will govern, providing it will not seriously affect accomplishment of the workload. Notwithstanding the above provision, Union officials will be kept on their current shift during their tenure of office unless this would cause undue hardship to other Employees, interfere with workload, or negate the desires of the

Union official whose seniority would otherwise entitle the Union official to the shift change.

Section 3--Holidays

1. Eligible Employees shall be entitled to all holidays now prescribed by federal law and any that may be later added by law and all holidays designated by Executive Order.

2. The Employer agrees that all Employees required to work on a holiday will be given as much advanced notice as possible and normally not less than 48 hours in advance.

3. Holiday work assignments will be made using qualified volunteers assigned to the office where the work is to be performed, if possible. Employees assigned to a shift will have first priority for voluntary holiday work assignment on that shift.

a. In keeping with the above, if it is necessary to solicit volunteers from outside a shift, and the number of volunteers exceeds the number of work assignments for a given holiday, the assignments will be made to qualified volunteers in the order of most seniority to least seniority. A roster will be maintained in accordance with Article 6 Section 8.

b. Also in keeping with the above, if the number of volunteers is less than the number of work assignments for a given holiday, the involuntary work assignments will be made to qualified Employees in the order of least seniority to most seniority. However, once an Employee has performed an involuntary holiday work assignment they are exempt from consideration for another involuntary holiday work assignment until all other qualified Employees have been assigned involuntary holiday work. Rosters of Employees who perform involuntary holiday work assignments will be maintained by the Employer, and will be retained until such time as all qualified Employees in an office have been assigned an involuntary holiday work assignment (at which time the rotation of involuntary holiday work assignment starts over.) Rosters of Employees who perform involuntary holiday work assignments will be made available to the Employee or Union upon request.

Section 4--Lunch

1. Lunch periods are uncompensated except for Employees working shifts providing 24-hour coverage, who will be authorized a 20-

minute working lunch approximately half-way through their shift. Otherwise, the length of the lunch period will be no less than thirty minutes, and will be scheduled between the hours of 1100 and 1330.

2. Employees who do not work shifts that provide 24-hour coverage who work through their lunch period shall be released commensurate to their scheduled lunch period at the conclusion of their scheduled duty day.

Section 5--Breaks and Cleanup

A short rest period, not to exceed fifteen minutes, may be granted to Employees during each half of their work shift. Incidental tasks that are directly connected with the performance of a job such as obtaining and replacing working tools or materials, undergoing inspections, changing clothes, washing up, etc., are considered part of the job requirements within the established tours of duty.

Section 6--Changes in Tours of Duty

Except when the head of an agency determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased, the Employer will normally provide an Employee with two weeks advance notice of a work schedule change. Normally, Employees may change schedules with a 2 (two) week advance notice, and must work a selected schedule for a minimum of 2 (two) pay periods. In the event the Employee goes TDY for work or training and the trip duration is completed within one pay period, the Employee's duty schedule will only change for that pay period.

Section 7--Compressed and Flexible Work Schedule

1. It is the objective of all parties to optimize the work environment, while addressing Employees' family needs, through establishment of Compressed and Flexible Work schedules. The Union and the Employer recognize options of a 5 day, 8 hour Flexible schedule and a 5/4 day 9/8-hour Compressed schedule (with a starting time no earlier than 0600 hours and ending no later than 1830 hours). The parties encourage maximum utilization of compressed and flexible work schedules, consistent with mission requirements. The participation of both the Employees and the Employer in the scheduling process can create a schedule that is well suited to the work environment, ensures the accomplishment of the mission, and addresses Employees' needs.

a. Compressed Work Schedule means an 80-hour biweekly basic work requirement which is scheduled in less than ten workdays.

b. Flexible Work Schedule is that portion of the workday during which the Employee has the option to select and vary starting and stopping times within established limits as defined in Section 1 of this Article.

c. Employees may utilize either a Flexible Work Schedule or a Compressed Work Schedule, but may not flex their schedule while on a Compressed Work Schedule.

2. Compressed and Flexible Work Schedules may be implemented in those instances where utilization of such does not substantially disrupt the organization nor cause the organization to incur additional cost (other than a reasonable administrative cost relating to the process of establishing a flexible or compressed schedule). Further, personal hardship of the Employee shall be considered by the Employer in determination of any Compressed Work Schedule.

3. The Employer will normally respond to written requests for Compressed or Flexible Work Schedule within 15 days. In the event of denial or termination of a Compressed or Flexible Work Schedule, the Employer will notify the Employee and the Union, in writing, and the Union will be afforded its opportunity to grieve pursuant to Article 16 of this agreement. Notification will clearly establish why the current or requested schedule is not appropriate for the mission, or other specific reason(s).

4. Employees who do not have an approved Compressed or Flexible Work Schedule (other than shift workers) will work normal duty hours, which are 0745 to 1630 with a 45-minute lunch.

Section 8--Overtime

1. Overtime is hours of work as defined in **5 USC 6121**. Normally work performed in excess of 8 hours in a day/40 hours in a work week (regular tour) or any hours in excess of those specified (compressed tour) is compensable work.

2. Overtime is directed by the Employer when there is a need to accomplish the mission workload outside an Employee's tour of duty; in assigning overtime work, the Employer will consider whether such work should impair the health or efficiency of the Employee or cause discernible hardship. Employees assigned to perform overtime work will be given as much advance notice as

possible, normally at least 24 hours in advance of the work to be performed.

3. First consideration for overtime shall be given to those Employees possessing the required skill and who are assigned to the same work area where the overtime is to be performed. Normally, qualified volunteers who are assigned to the same work area where the overtime is to be performed will be assigned to perform the overtime work. In the event there are no qualified volunteers, selection will be made from an overtime roster to assure fair and equitable distribution of overtime work among qualified Employees.

4. The Employer will maintain an overtime roster. This roster will reflect overtime worked or declined and will be maintained for a period of one year from the date the overtime is directed. Overtime declined will be considered overtime worked in determining overtime distribution.

5. An Employee who has worked overtime and is, therefore, entitled to overtime pay may request compensatory time off in lieu of overtime pay earned on an hour- for-hour basis. The Employee shall inform the Employer, prior to the Employer's submission of the request for overtime, of his/her choice of overtime pay or compensatory time off. In cases of compensatory time off selection, compensatory time off must be granted to an Employee within a reasonable time after the overtime is worked. The limit for the use of compensatory time off is the end of the 26th pay period after that in which the overtime was worked. Any unused compensatory time will be paid at the overtime rate at which it was earned.

6. The Employer will strive to minimize contacts to Employees outside their duty day. Employees called to return to their duty station (unscheduled) shall be paid a minimum of two hours.

7. Employees who have an approved telework agreement and who are assigned overtime work may request and be approved to perform the overtime while teleworking.

Section 9 - Compensatory Time

Compensatory Time is hours earned for extra hours worked in lieu of overtime pay. Employees must request use of compensatory time in accordance with Section 8 of this article. Denial must not be arbitrary and must be based upon work-related considerations.

ARTICLE 7

DETAILS AND TEMPORARY PROMOTIONS

Section 1--General

1. Details and temporary promotions provide necessary flexibility to meet temporary requirements.
2. When an Employee is detailed or temporarily promoted for less than 90 days at the end of the assessment period, it remains the responsibility of the supervisor of record to seek input from the detail supervisor for use in developing the performance plan, conducting progress reviews, and completing the rating of record, when applicable.

Section 2--Details

1. A detail is a temporary assignment of an Employee to a different position or set of duties for a specified period of time with no change in pay. Details to higher-graded positions, or positions requiring a work output that would be accomplished at a higher broadband level, for more than 30 (thirty) days will be accomplished as a temporary promotion with an associated increase in pay (see Section 3).
2. For details of 60 (sixty) days or more, a "Request for Personnel Action", SF Form 52, must be processed to document the detail.
3. Details of 60 (sixty) days or less will be documented in the "Supervisor's Employee Work Folder", AF Form 971, upon completion of the detail. The documentation shall include sufficient information to assure credit is awarded for general, career-broadening experience in the performance of the detail.
4. The following provisions for details apply, providing accomplishment of workload is not adversely affected:
 - a. The Employer shall take into consideration an Employee's personal hardship and preferences when selecting an Employee for detail or temporary promotion.
 - b. For non-Demo positions, the Employer shall:
 - (1) Solicit qualified volunteers for the detail from the same Division where the work is to be performed.

(2) When there are no qualified volunteers, the Employer shall select among Employees who meet the educational requirements and licensure requirements of the position, if applicable.

c. The Employer shall provide documentation and justification for placement of Employees using non-competitive authorities sufficient for a third-party review.

Section 3--Temporary Promotions

1. A temporary promotion is a temporary assignment of an Employee to a higher graded position, or a position requiring a work output that would be accomplished at a higher broadband level, for more than 30 (thirty) days. Employees temporarily promoted will receive the higher salary and credit for time-in-grade or experience at the higher broadband level.

2. Temporary promotions to non-Demo positions lasting longer than 120 days must be open for competition in accordance with Article 12 of this Agreement.

3. Upon completion of a temporary promotion, Employees will be returned to their former position.

ARTICLE 8

LEAVE AND EXCUSED ABSENCES

Section 1--Annual Leave

1. Annual leave is an important and significant benefit for all Employees. There is a mutual Employee-Employer responsibility to plan and schedule the use of annual leave throughout the year. Approval of an Employee's request to take leave will be granted subject to prevailing workload requirements. When a request for annual leave cannot be initially approved or is subsequently denied, the Employer shall issue such denial in writing and make every effort to reschedule the annual leave compatible with the needs of the organization and the desires of the Employee.

2. The Employer, based on input by the Employee, shall establish leave schedules, and make the schedules available to the Employee, by 15 February to ensure that all Employees are given a reasonable opportunity for a vacation and to use any leave they would otherwise forfeit at the end of the leave year. The Employer

shall re-verify established leave schedules not later than 30 August to minimize Employee forfeiture of excess annual leave.

3. When conflicts in scheduling leave occur, the Employer will confer with the affected Employees to obtain mutual agreement to resolve the conflict. If this step fails and in the absence of a determinable personal hardship, the affected Employees will be informed of all conflicts and the senior Employee will be given a choice of 1 (one) period to apply his/her seniority. Selection of desired leave periods will be done on a revolving descending seniority basis to resolve such conflicts, (i.e., most senior person selects first, second most senior person selects next, third most senior person selects next, etc., repeating until all conflicts are resolved).

4. Once an Employee has made his/her selection, the Employee may be permitted to change his/her selection when it does not disturb the choice of another Employee or is mutually acceptable to all parties involved and does not adversely affect the accomplishment of the workload. If the Employer cancels an Employee's previously approved leave, the Employer must do so in writing; the Employee may pursue appropriate recourse.

5. Absences for emergency reasons should normally be reported to the immediate supervisor by the Employee within 2 (two) hours after the start of the tour of duty. Employees assigned to shift work shall, in addition to the provisions outlined above, make every reasonable effort to contact the Base Defense Operations Center (BDOC) by telephone prior to the start of their respective shift. If the Employee is unable to contact his/her supervisor, or in cases of questionable emergency, then final approval for the leave may be withheld until the Employee returns to duty.

6. Any Employee may apply for leave for any workday which occurs on a religious holiday associated with the religious faith of the Employee. Leave for such purpose will be approved unless the granting of such leave would adversely affect accomplishment of the workload.

Section 2--Sick Leave

1. Sick leave is a qualified right of the Employee in that it may be approved only for appropriate absences in accordance with **5 CFR 630.401(a), 5 USC 6382(a)(1)(E) and 5 USC 6382(a)(3)**.

2. Sick leave for prearranged medical appointments must be requested in advance of the absence. Employees must request sick leave in accordance with Section 7 of this Article.

3. Sick leave for absence due to circumstances which are not known in advance must be requested from the Employer as soon as possible after the beginning of the tour of duty (normally within two hours). Employees assigned to shift work shall, in addition to the provisions outlined above, make every reasonable effort to contact the Base Defense Operations Center (BDOC) by telephone prior to the start of their respective shift.

4. The Employee shall request sick leave on the first day and inform the supervisor of the anticipated length of absence. If the amount of approved sick leave is exceeded, the Employee will contact the supervisor to request additional sick leave.

5. In accordance with applicable laws and regulations, Employees may be required to furnish a Medical Certificate to substantiate a request for approval of sick leave that exceeds three consecutive workdays, or for a lesser period if circumstances are warranted, if the Employee was attended by a medical professional. If the Employee is not attended to by a medical professional, the Employee's self-certification may be accepted.

6. The Employer may require an Employee to provide a Medical Certificate for any period of absence should the Employer suspect that the Employee is abusing sick leave. The Employer will protect medical documentation in accordance with the Privacy Act of 1974 as amended. The Employer may counsel the Employee regarding the suspected sick leave abuse, and notify the Employee in writing that all requests for sick leave must be supported by a Medical Certificate. Once the Employee receives written notification, the Employee may invoke their rights under Article 16 of this Agreement. The requirement for medical certificates which are required under this section will be reviewed every 6 (six) months for continuance.

7. In cases of serious illness or disability, sick leave, not to exceed 240 hours, may be advanced to an Employee upon individual written request to the Employee's supervisor. At a minimum the request should include:

- a. A physician's statement
- b. Expected duration of absence
- c. Reason(s) for the absence
- d. A statement of intent to return to duty long enough to earn the advanced leave, and to refund the amount still owed if

unforeseen circumstances result in separation before the leave is paid back.

The Employer will expedite an Employee's request for advance sick leave to ensure processing in a timely manner.

8. If the Employer requests additional medical documentation, the determination that the diagnosis meets the Employer's criteria will be made by or in coordination with a physician or, if appropriate, a practitioner of the same discipline as the one who issued the statement, and will be handled in accordance with the Privacy Act of 1974 as amended. An Employee may grieve the Employer's failure to maintain confidentiality of the Employee's medical documentation.

9. The Employer will consider use of telework as a reasonable accommodation in lieu of sick leave or advance sick leave when requested by the Employee.

Section 3--Military Leave

1. Military leave is an authorized absence from duty without loss of pay to perform military duties as a member of the Reserves or National Guard.

2. Eligible Employees must, upon request, be granted military leave to which entitled for performance of active duty, active duty for training, or inactive duty training. The request for military leave shall be accompanied by appropriate official documentation. The Employee is required to submit documentation upon completion of their active duty status as evidence that the military duty was performed.

3. When Military Leave is exhausted the Employee may be granted annual leave, advanced annual leave, or LWOP. The Employee may request a change to their tour of duty so that their relief day(s) coincide with his/her military duty day(s).

Section 4--Leave Without Pay (LWOP)

LWOP is a temporary non-pay status and an authorized absence from duty. An Employee requests LWOP from the supervisor. LWOP of more than 30 (thirty) consecutive days must be made a matter of record in the Employee's Official Personnel Folder. An Employee does not have to exhaust annual or sick leave before requesting LWOP.

Section 5-Bereavement

1. In the event of a death in an Employee's immediate family, an Employee may be granted annual or sick leave, or accrued compensatory time, to handle matters relating to death and grieving.

2. An Employee is excused without charge to leave for not more than 3 days to make arrangements for or to attend the funeral or memorial service of an immediate relative who died as the result of wounds, disease, or injury incurred while serving in the armed forces in a combat zone.

Section 6-Other Excused Absences

1. Excused absence is an administratively authorized absence from duty without loss of pay or charge to leave.

2. Occasional tardiness.

Supervisors have the authority to excuse occasional tardiness of less than 1 hour ("59 Minute Rule").

3. Court Leave

a. Court leave is leave of absence from duty without loss of pay or charge to annual leave to perform jury duty in a Federal, state, or municipal court or to serve as a witness for the United States, the District of Columbia, or State or local government, including a military court.

b. Court leave can only be granted for those days and hours the Employee would otherwise be in a pay status. If excused early, the Employee shall contact his/her supervisor to determine whether it is practical for the Employee to return to his/her duty station for the remainder of the workday.

c. Upon return from court duty, the Employee will provide to his/her supervisor official written documentation of attendance provided by the applicable court.

4. Holidays

See Article 6 Section 3.

5. Medical Examinations

Employees required by the Employer to submit to a medical examination to determine their continued medical fitness for duty will not be charged sick leave or other leave during their examination. If the Employer wishes to require a fitness for duty examination, it will notify the Employee, in writing, to include rationale for the request and specific source of authorization for the request. The Employee will be in a duty status. Travel compensatory time may apply. The Employer will pay for any such required examination and authorized related expenses. Excused absence shall be granted for physical examinations for enlistment, re-enlistment, or induction into the armed forces when a request is supported by official notice from military authorities.

6. Voting Excusal

Employees may request excusal without charge to leave for the amount of time necessary to permit them to report to work 3 hours after the polls open or to leave work 3 hours before the polls close, whichever requires the least amount of time off. Normally, where the polls are open either 3 hours before or 3 hours after the Employee's regular duty hours, no time off is granted. Employees on flexible work schedules can be excused only for those hours which cannot be accommodated by their flexible schedule.

7. Blood Donations

Employees may be excused up to 4 (four) hours for blood donations. Employees must provide appropriate documentation to the supervisor.

8. Volunteer Activities

a. The Employer will support volunteerism by providing Employees liberal leave and work scheduling flexibilities. Employees seeking to participate in volunteer activities during their scheduled duty hours may request annual leave, leave without pay, or compensatory time off. Employees may also request excused absence as authorized by AF policy. Employees may also request a change in work schedule for planned volunteer activities. Any denial of such requests in support of volunteerism must not be arbitrary and must be based upon work-related considerations.

b. The Employer may excuse a reasonable amount of tardiness caused by direct emergency duties of duly authorized volunteer firefighters and members of volunteer ambulance services. In such cases, the Employer may require the Employee to submit satisfactory evidence that the lateness was due to such emergencies.

9. Absence Due to Hazardous Weather or Disaster

If AFRL/RI is closed because of adverse conditions and/or the Employer decides upon early dismissal, Employees not categorized as "mission essential" may be dismissed in accordance with applicable procedures. In the case of late reporting, Employees who do not report for duty due to hazardous weather will be charged annual leave for the full duty day unless the supervisor concerned determines, after personal review of the facts of each case, that the Employee made every reasonable effort to get to work but was unable to do so because of weather conditions. Determining factors for consideration in the decision include distance between the Employee's residence and place of work, and mode of transportation. See Article 18, Section 2 of this agreement for guidance applicable to Employees with an approved telework agreement.

Section 7—Leave Request Procedures

1. Employees utilizing Section 1.5 or 2.3 of this Article shall document and submit their leave request upon returning to work.

2. The Employer shall notify the Employee of approval or disapproval not more than 1 (one) work day after a request is submitted for unscheduled annual leave, (i.e., leave not previously scheduled in accordance with Section 1.2 above). Denial must not be arbitrary and must be based upon work-related considerations. Denials of leave will be provided in writing, with a clear justification.

3. Disputes regarding leave not previously covered in this Article may be grieved in accordance with Article 16 of this Agreement.

ARTICLE 9

TRAVEL

1. Travel will be accomplished in accordance with the **Joint Travel Regulation** (JTR). When feasible and mission requirements permit, the Employer will attempt to schedule travel during an Employee's regularly scheduled tour of duty. Employees will receive compensation (in the form of overtime or compensatory time for travel as prescribed by applicable regulatory guidelines) for travel outside the Employee's normal tour of duty. Employees who wish to be approved for compensatory time for travel must request the compensatory time prior to the travel, unless the Employer waives this requirement due to circumstances beyond an Employee's control.

2. Subject to mission requirements, when an Employee is scheduled to commence travel during the duty day, the Employee may be allowed time to prepare for departure. Employees returning from temporary duty are authorized a reasonable amount of time to recuperate from fatigue or loss of sleep, subject to mission requirements, prior to returning to duty.

3. The issuance of government travel cards is governed by 41 CFR Part 301. Employees who are issued government travel cards will use the cards whenever possible for all reimbursable expenses associated with travel.

4. An Employee selected for assignment involving travel may request that he or she be excused; such requests will be given bonafide consideration. The Employee and the Employer shall meet to discuss the reason for the excusal from travel. In case of denial, the Employee may submit the request in writing and the Employer shall explain in writing as to the reason(s) for denial.

ARTICLE 10

POSITION DESCRIPTIONS, CORE PERSONNEL DOCUMENTS,
STATEMENTS OF DUTIES AND EXPERIENCE,
AND RELATED DOCUMENTS

Section 1--Lab Demo

1. General

a. The Employer will provide each Employee a Statement of Duties and Experience (SDE) describing the Employee's position. The SDE's information will describe specific position requirements, and identify any special licensing requirements, professional certification requirements, and physical capability requirements.

b. The SDE must be reviewed annually with each Employee for accuracy and currency.

c. The Union will be given a copy of any Employee SDE upon request.

2. Changes

a. Changes made to the SDE will be given to the Employee in writing. Employees shall be afforded the opportunity to meet with supervisors to address concerns, upon request.

b. An Employee who believes his/her SDE is inaccurate may discuss concerns with the supervisor at any time. If further discussion is required, the Employee may invite the Union.

c. Employees will be compensated commensurate with their contributions.

3. Appeals

a. If the Employee is dissatisfied with his/her SDE, the Employee may, at any time, file a classification appeal of the occupational series, title, or pay plan of the official position to which assigned, in accordance with the Lab Demo guide (AFRL Manual 36-104).

b. Employees may grieve the broadband level to which assigned using the CCS grievance procedure in the Lab Demo Guide (**AFRL Manual 36-104**), or as outlined in **Article 16** of this agreement.

Section 2--Non-Demo

1. General

a. Position Descriptions (PDs), Core Personnel Documents (CPDs), and related critical performance elements used for performance standards must accurately reflect the duties and responsibilities of the Employee, describe specific position requirements and identify any special licensing requirements, professional certification requirements, and physical capability requirements.

b. These must be reviewed annually with each Employee for accuracy and currency.

c. The Union will be given a copy of any Employee PD/CPD and critical performance elements used for performance standards upon request.

2. Changes

a. Changes made to the PD/CPD and related critical performance elements used for performance standards will be given to the Employee in writing. Employees shall be afforded the opportunity to meet with supervisors to address concerns, upon request.

b. An Employee who believes his/her PD/CPD and related critical performance elements used for performance standards are inaccurate may discuss concerns with the supervisor at any time. If further discussion is required, the Employee may invite the Union.

c. Employees will be compensated for work performed in accordance with applicable law.

3. Appeals

If the Employee is dissatisfied with the classification (pay plan, title, series, or grade) of his or her PD/CPD they may file a

classification appeal at any time in accordance with applicable regulations.

ARTICLE 11

EMPLOYEE RECORDS

Section 1--General

Employee records include the Official Personnel Folder (OPF), the "Supervisor's Employee Work Folder," and "Career Briefs."

Section 2--Official Personnel Folder (OPF)

Employees may review their OPF electronically by accessing the appropriate website. Employees are entitled to such access on duty time and using government computers. It is the Employee's responsibility to review his/her OPF. An Employee may request Air Force Personnel Center (AFPC) include additional documentation in his/her OPF in accordance with applicable OPM guidelines.

Section 3--Supervisor's Employee Work Folder

Employees and/or their representative(s) are entitled to view their "Supervisor's Employee Work Folder" upon request, initial any entries and documentation placed therein, and obtain copies of any part or in its entirety. Employees will be requested to review and initial all negative documentation concerning performance and conduct before such documentation is placed in the folder. The initialing of the negative document(s) does not imply concurrence, only that the Employee has knowledge of the documentation being placed in the "Supervisor's Employee Work Folder". Employees may request additional documentation be placed within the "Supervisor's Employee Work Folder."

Section 4--Career Briefs

Employees may review their "Career Briefs" electronically, on duty time and using government computers.

Section 5--Employer Responsibilities

At a minimum, the Employer shall provide guidance annually to Employees on the AF websites applicable to Personnel services.

ARTICLE 12

MERIT PROMOTION

Section 1--General

The Merit Promotion program is based on strict conformance with merit principles specified in **5 CFR 335, AFMAN 36-203 and 5 USC 2301**. This Article describes procedures to ensure Employees receive fair and equitable consideration for vacant positions, and is designed to ensure that only qualified candidates are referred and selected. All actions under this Article will be made without regard to lawful political affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying disability, sexual orientation, status as a parent, age, or other non-merit factors. In no way is this Article designed to interfere with the Employer's rights as outlined in **5 USC 7106(a)(2)(C)**.

Section 2--Process

1. Announcements will be opened for a minimum of five (5) work days. Any changes made by the Employer in the qualifications required for the position vacancy will require that the position be re-announced.
2. Employees are responsible for nominating themselves for consideration for positions. Employees may apply for positions announced to the general public (i.e., Direct Examining Unit (DEU) announcements), using the procedures applicable to external applicants. To afford additional candidates consideration, the Employer may consider restructuring positions for fill action.
3. The Employer will afford Employees a reasonable amount of time during an Employee's working hours to prepare or modify his or her application and to review vacancy announcements.
4. The Employer will provide Employees access to instructions to complete automated applications under this Article, and an annual reminder of the availability of that guidance. The Employer will offer or provide training prior to implementation of any new application tool or process.
5. The Employer shall review the resumes of qualified employees. The selecting official must, as a minimum, review the experience, training and competencies of all those referred. The Employer

will apply appropriate screening criteria to determine which of those referred will receive further consideration for selection.

6. For those candidates interviewed, the same interview questions will be used. All questions used in a selection interview must be job-related and tied to competencies and other appropriate selection criteria identified in the core personnel document.

7. The Employer shall notify non-selected candidates of their non-selection within ten (10) days after selection is finalized. Upon request, the selecting official must inform a nonselected Employee candidate of the reason(s) for their nonselection.

Section 3--Employee Responsibility

Each Employee is responsible for ensuring that his/her records are current and accurately reflect training, experience, education, and other appropriate information.

Section 4--Post Audit

1. The Union will be permitted to post audit the merit promotion for a bargaining unit position in accordance with 5 U.S.C. 7114(b) (4) and the appropriate provisions of the Privacy Act.

2. Information revealed at a post audit will be treated as confidential. Notwithstanding this commitment if a grievance goes to arbitration, the Union may bring to the attention of the Arbitrator any information revealed during a post audit, which it believes to be necessary to support the grievance.

3. The following information will be made available for the post audit:

- a. The area of consideration;
- b. The qualifying standard that was used, including the justification for use of any selective placement factors;
- c. The evaluation methods and system for combining evaluations used in obtaining the final ratings;
- d. The name of the selected Employee;
- e. The list(s) of names given to the selecting supervisor;

f. The list of questions used in the interview, if interviews were conducted.

ARTICLE 13

DEFENSE PERFORMANCE MANAGEMENT APPRAISAL PROGRAM (DPMAP) & CONTRIBUTION-BASED COMPENSATION SYSTEM (CCS)

**NOTE: This section is divided into two parts—for Employees who fall under DPMAP, and for Employees who fall under Lab Demo/CCS

Section 1--DPMAP

1. General

a. Performance appraisals are governed by applicable laws and regulations as a means of documenting Employee job performance. The performance appraisal rating system is used as a basis for personnel management decisions including but not limited to assignment, training, promotion, retention or removal of Employees.

b. The performance appraisal rating system under DPMAP is intended to be innovative and evolutionary in nature. Performance-based awards administered under the same time frame as annual appraisals are an integral part of the Civilian Awards Program (CAP) as outlined in Article 14.

2. Establishment of a Performance Plan

a. Performance standards and elements shall be a two-way communication between the Employee and the Supervisor. The purpose of this joint effort is to ensure there is a clear and mutual understanding of the duties and responsibilities contained in the Employee's Standard Core Personnel Document (SCPD/CPD) and/or performance plan. For this reason, it is essential that Employees participate in the formulation of the performance plan.

b. The supervisor shall initiate the formulation of the Employee's performance plan no later than 30 (thirty) days after the Employee's arrival in the work place. At this time, the supervisor will also initiate a dialogue with the Employee to discuss individual duties and responsibilities in relation to the

organization's overall mission. Whenever the performance plan is modified, the dialogue shall be re-initiated.

c. The supervisor will adhere to **DODI 1400.25 v 431_AFI 36-1002** when developing performance expectations.

d. Over the course of an appraisal cycle, an Employee may have significant additional tasks, projects and/or responsibilities added to his or her position. These additions may be included to the performance plan and included as part of his or her performance evaluation.

e. Performance standards should clearly identify critical elements by which an Employee's performance will be measured, the meaning of acceptable performance made clear, with attainable, fair standards that are applicable to the Employee's position. Elements and standards should be flexible, and the fully successful level should be surpassable.

f. When the performance plan has been finalized, the Employee will sign and date, as appropriate, either within the MyPerformance system, or, if requested by the Employee, use of paper forms in lieu of the electronic MyPerformance system shall be granted to Employees who do not normally use computers for daily tasks.

g. Employees will only be assessed on the Air Force core values to the extent applicable to the assessment of a performance element.

h. When quantity or quality is expressed in a standard as a percentage error rate or percentage error-free rate, and when quantity or quality is expressed in terms of a number of allowable errors, valid statistical and easily understood methods shall be used.

3. Discussion

a. Informal discussions are a standard part of supervision and should occur throughout an annual assessment period. If, in rare circumstances, it is impossible to grant an Employee's request for an information discussion in a reasonable amount of time, the Employee's file should be documented to show the request for a discussion and failure to have one.

b. The supervisor will adhere to **DODI 1400.25 v 431_AFI 36-1002** when communicating performance expectations.

c. Employees and their supervisors are expected to discuss how to prepare for and participate in performance discussions.

d. Formal performance discussions will be documented and the Employee will be furnished with copies at the time of the meeting, if requested. Formal performance meetings should be conducted in person. Opportunity to submit a rebuttal statement about any feedback discussions will be available using the MyPerformance tool.

e. Regularly scheduled discussions will provide the Employee the opportunity to seek further guidance and understanding of his or her work performance. At the time the Employee's annual appraisal is rendered, the Employee will sign within the MyPerformance tool or using the alternate paper form, if applicable. The Employee's signature does not imply concurrence, only acknowledgment of being informed of the annual appraisal.

f. If requested, a meeting with an Employee's assigned Higher Level Reviewer (HLR) shall be granted.

g. In cases where an Employee and supervisor wish Union participation, the discussion will be suspended until appropriate representation is present. If either the Employee or supervisor does not concur, the meeting will be terminated pending Union/Employer discussion of the situation. Union representation at these meetings provides an additional opportunity for clarification of issues using informal communication prior to the possible initiation of the grievance process as outlined in Article 16 of this agreement.

4. Self-Assessments

a. Self-Assessments are an opportunity to provide input to the performance evaluation process. Employees are encouraged to consult with their rating official for guidance in preparing their self-assessment, and may consult with the Union. The Employer shall allow a reasonable amount of duty time each year for the Employee to prepare their self-assessment, including time to obtain assistance from the Union.

b. Employees are encouraged to coordinate input from team members, team leaders, and other people who participate or direct their workflow.

c. Employee self-assessments will be taken into consideration when evaluating their performance. Employees will be advised in sufficient time of deadlines in which Employee input is due for consideration in the performance evaluation.

d. Although it is encouraged that an Employee provides a self-assessment, whether or not an Employee does so it is the Employer's responsibility to properly appraise performance.

e. Employees and their rating officials may record information regarding the Employee's performance in MyPerformance that may be inconsistent with each other's entries, and are encouraged to refer to those entries in an ongoing dialogue to constructively and respectfully further the performance management process.

5. Unacceptable Performance

a. If, at any time during the rating period, the supervisor determines that an Employee is performing at an unsuccessful level in one or more critical elements, the Employer will call for a meeting with the Employee to discuss the Employee's performance.

b. If a Performance Improvement Plan (PIP) is initiated, this meeting will include review of the written (PIP), which will identify:

(1) which element(s) the Employee is not meeting;

(2) how the element(s) is/are not being met;

(3) what the Employee must do to meet the element(s);

(4) an opportunity period in which to improve (the improvement period shall be for a minimum of 30 (thirty) calendar days);

(5) the Employee's opportunity to supply medical documentation of any medical reasons for the unacceptable performance;

(6) possible consequences of the failure to raise the level of performance during the opportunity period. Such notice should also include information as to the availability of services to improve Employee performance, such as, but not limited to:

- (1) counseling or EAP services;
- (2) peer coaching or informal mentoring opportunities;
- (3) formal or informal training;
- (4) reasonable medical accommodation;
- (5) personal demonstration.

c. The supervisor shall also complete an out-of-cycle appraisal and provide a copy of same to the Employee, along with the notice of unacceptable performance. Once the performance is no longer unacceptable, the supervisor shall complete a new out-of-cycle appraisal, present same to the Employee, and inform the Employee in writing that the element(s) cited in the notice of unacceptable performance is/are now being met.

d. If the Employee's performance is still unacceptable, the Employer will consider available actions, such as management reassignment, downgrade or removal.

6. Privacy

The Employer will ensure that MyPerformance and other performance records and documentation held by the Employer complies with all privacy requirements.

7. Grievances

Grievances shall be conducted in accordance with Article 16 of this agreement.

Section 2--Lab Demo Contribution-Based Compensation System (CCS)

1. General

The Employer will assess Lab Demo Employees' contributions under the Air Force Research Laboratory Civilian Personnel Demonstration

Project's Contribution-based Compensation System, in accordance with applicable law and guidance.

2. CCS Grievance Procedures

a. The Employer will provide advisory service to Employees considering pursuing a grievance of their CCS assessment, to afford them procedural guidance. Employees shall be authorized reasonable duty time to consult with the Union, and to prepare and submit their grievance.

b. CCS grievances may be processed either by using the AFRL CCS Grievance Procedure as outlined in the Lab Demo Guide or by using the negotiated grievance procedures in Article 16 of this LMA, but not both.

c. The Employee and/or the Union as their representative may, upon request, address the Meeting of Managers reviewing an Employee's Informal CCS Grievance. The Employee and the Union will address the grievance and then depart, while the management officials continue the meeting.

3. CCS Input

a. The Employer shall conduct yearly training on preparing Employee self-assessment so that guidance will be consistent. Employees may seek assistance from the Union, if desired.

b. The Employer shall allow a reasonable amount of duty time each year for Employees to write their CCS self-assessment, including time to obtain assistance from the Union.

c. The Employee and Employer shall work together to document, if necessary, items that may negatively impact their contribution assessment (such as, but not limited to, extended absence, non-approvals for training, etc.).

d. Employees are encouraged to coordinate CCS input from team leaders.

4. Handling Inadequate Contributions

If an Employee is determined to have contributed inadequately, Section 7 of Article 28 applies.

5. Changes to Alpha

The Alpha computation for bargaining unit Employees shall be consistent with that of the rest of the AFRL/RI Lab Demo workforce.

ARTICLE 14

AWARDS

Section 1--General

1. Recognition of Employees through monetary and non-monetary awards reflects an effort to promote continuous improvement in performance and quality public service. As such, it is an incentive program; that is, Employee recognition is based on achievement and improvement. Achievements are linked to high quality service in accomplishing the mission. The intent is to motivate Employees to strive for excellence. The application of this program serves to promote a positive work environment in which awards are truly linked to Employee contributions that enhance performance. Employees will be appropriately rewarded on a fair and equitable basis regardless of changes in organizational structure, work processes, or work initiatives.
2. Morale will be positively impacted by the awards program being administered in a fair and equitable manner.
3. The Employer and the Union agree that a Civilian Awards Program is a vital and key mechanism for encouraging, recognizing and rewarding employee accomplishments above and beyond what the job functions normally require. The program will recognize and reward employees both as individuals and as members of groups or teams.

Section 2--Civilian Awards Program

1. The program recognizes that management, the Union, and Employees have important roles in identifying and recognizing Employees deserving of awards and praise.
2. The Employer will encourage all supervisors to use the Civilian Awards Program to the maximum extent possible in recognizing the achievements of Employees, to stimulate improved performance and morale, through such means as letters of

appreciation or commendation, and through appropriate incentive awards.

3. The Employer will publicize the completed guidelines for implementing the Civilian Awards Program, and publicize the names of the outstanding Employees, the act that was rewarded, and the type of award they receive.

Section 3--Notable Achievement Awards and Special Act Awards

1. Employees may nominate themselves or any other worthy employee for a monetary award.

2. Special Act Awards must be submitted no later than 60 days from the time the act was performed, or completed. Notable Achievement Awards must be submitted no later than 30 days from the time the achievement was performed or completed.

Section 4--Time-Off Awards

1. Granting time-off awards shall be based on the same criteria and circumstances as for other incentive awards.

2. Supervisors may approve time-off awards of no more than 1 working day without review and approval of higher official.

3. Employees may be awarded a total time-off of 80 hours during any leave year. The maximum amount of any single award that can be approved for any single contribution is 40 hours.

4. Employees must schedule time-off within 90 days after the effective date of the award. Employees will forfeit any time-off not used within 1 year from the effective date.

5. Employees must request scheduling the use of a time-off award in accordance with Section 7 of Article 8. Denial must not be arbitrary and must be based upon work-related considerations.

Section 5--Performance Awards

The Employer will consider awarding Employees in conjunction with the annual performance appraisal process, utilizing Individual Cash Awards, Time-Off Awards, and Quality Step Increases. Award justification for annual performance awards shall not specifically cite Time Off Awards, Notable Achievement Awards, Special Act Awards, or other awards that the Employee previously received, but may reference any accomplishments that occurred within the annual appraisal period.

Section 6--Named Awards

1. Committees reviewing nominations of Employees for named awards will include a representative from the Union. The Union's representative will fully participate on any such committee that makes recommendations to the final approving official.
2. All nominations submitted will be reviewed at the division level. The division level review will be limited to valid relevant criteria. All qualified/deserving nominations will be forwarded to the committee for consideration.
3. Quarterly and annual awards shall be considered named awards.

ARTICLE 15

DISCIPLINARY ACTIONS

Section 1--General

Discipline is easily maintained in a work environment governed by reasonable rules, standards of conduct, and performance that are clearly communicated, consistently applied and equitably enforced. There are situations of misconduct or delinquency, however, where disciplinary action is appropriate. In these instances, the Employer will take appropriate action in accordance with applicable laws and regulations. Disciplinary and adverse actions will be taken only for just cause. The Employer's options, in order of least severe to most severe, include, but are not limited to:

- a. Oral Admonishments
- b. Reprimands
- c. Suspensions
- d. Removals

Section 2--Grievance/Counseling Sessions

1. Disciplinary action may be grieved in accordance with the provisions of Article 16 of this Agreement or if allowed by law, to the Merit Systems Protection Board, but not both.

2. Non-disciplinary counseling sessions conducted by supervisory and/or Management officials with an Employee that are recorded in the "Supervisor's Employee Work Folder" will be in accordance with **Article 11** of this Agreement. Such counseling sessions and entries thereof will be grievable under terms of **Article 16** of this Agreement.

Section 3--Investigations

1. When the Employer becomes aware of a situation involving misconduct or delinquency of an Employee, the Employer will initiate the investigation within a reasonable time frame.

2. If during the investigation, an Employee is being questioned by a management representative and reasonably fears disciplinary action, the Employee is entitled to the assistance of a Union representative if he or she requests it. All applicable references to Union representation below will only apply when the Employee has designated the Union to represent him/her. If the Employee requests Union representation, a reasonable time period, not to exceed 72 hours, will be afforded to provide for Union representation. Individuals present will be restricted to the Employee and no more than two Employer representatives and two Employee representatives.

Section 4--Employer Actions

1. Once the Employer has attained sufficient information concerning a disciplinary action, and decides not to take disciplinary action, the Employer will notify the Employee and the Union representative in writing normally within fifteen calendar days after the Employer is aware of the alleged incident as to the decision not to take a disciplinary action.

2. If the Employer decides a disciplinary action is warranted, the Employer will take appropriate action within a reasonable time frame. The Employer will normally refrain from issuing a Notice of Proposed Action to an Employee on the Employee's last duty day of the week or the workday preceding a National Holiday. The Employer will also present the Employee a Designation of Representation Form. If/when the Employee signs this form the Employer will provide the Union a copy of the Notice of Proposed Action, and the Designation form, as soon as practicable.

Section 5--Employee Actions

1. Once a proposed action has been issued in writing to the Employee and the representative, the Employee and representative

will adhere to a 10 (ten) calendar day time limit for a response to the proposed action, unless an extension to the time limit is mutually agreed to. If the Employee/representative does not respond to the proposed action, then the Employer may proceed to paragraph 5.3 below.

2. If the Union requests data under **5 USC 7114**, the time frame may be extended by mutual agreement.

3. Once the Employee or representative has responded to the proposed action, or the time frame for response (including any extensions) has expired without a response being made, the Employer will make a decision to proceed with the disciplinary action, mitigate the disciplinary action to a lesser degree, or cancel the action. The Employer will notify the Employee and the representative in writing of the decision normally within thirty calendar days.

Section 6--Union Copies

Copies of all correspondence sent to the Employee will also be furnished to the Union when designated by the Employee.

Section 7--Retention of Documents

1. Records of Oral Admonishments will be deleted from the Employee's Supervisor's Employee Work Folder two years after the Oral Admonishment is presented to the Employee. Written Reprimands will be removed from the Employee's Supervisor's Employee Work Folder two years after the date of the Notice of Decision. Written reprimands will also be documented in the Employee's Official Personnel Folder for two years.

2. The Employer may consider a written reprimand and/or suspensions as a prior offense to the extent required by **AFI 36-704** or other applicable regulation.

Section 8--Proposed Notice

Proposed notices for disciplinary actions shall be in writing, and will include, but will not be limited to, the following:

- a. Type of action being proposed (Written Reprimand, Suspension, or Removal);
- b. Type of delinquency or misconduct;
- c. Specific details of the alleged incident;

d. Number of days the Employee has to present an oral and/or written response;

e. How much duty time the Employee is allowed to prepare a response;

f. A notice that any additional facts the Employee feels relevant to the situation may be presented;

g. Previous disciplinary actions (if applicable);

h. Employee entitlement of representation (to include, but not limited to, Union phone number and address);

i. Who the deciding official will be;

j. Notice that if the Employee wishes consideration of any medical condition that may contribute to a conduct, performance or leave problem they may request a reasonable amount of time to furnish medical documentation (as defined in **5 CFR 339.104**).

Section 9--Notice of Decision

Notices of decisions for disciplinary actions will include, but will not be limited to, the following:

a. Type of action being issued (Written Reprimand, Suspension, or Removal);

b. Type of delinquency or misconduct;

c. Specific details of the incident (either by reference or specific items;

d. Employee's right to grieve the action, as applicable.

Section 10--Other

1. All other disciplinary and adverse actions not covered in this Article, will be governed by appropriate law, rule or regulation.

2. The Employer may only address waiver of grievance or appeal rights in connection with disciplinary or adverse actions with Employees and their designated Union representative (if applicable) in connection with settlement or last-chance agreements.

ARTICLE 16

NEGOTIATED GRIEVANCE PROCEDURE

Section 1--General

1. The negotiated grievance procedure is a structured process for resolving any matter(s) of concern or dissatisfaction regarding alleged violation of this Agreement, law, rule, or regulation, affecting any condition of employment. This procedure shall be the exclusive grievance procedure for resolving such issues, except for matters relating to the separation of probationary employees, matters excluded by law, or matters excluded elsewhere in this Agreement.

2. The goal of the parties is to resolve grievances at the lowest level possible, with the least amount of time, resources, and disruption to the work environment and mission.

3. Employees and authorized Employee representatives are free to participate in the grievance process without restraint, interference, coercion, discrimination, or reprisal.

4. The negotiated grievance procedure shall follow a three step process for Employee grievances and a two step process for Union/Employer grievances.

5. By mutual consent of the parties, Alternative Dispute Resolution (ADR) may be utilized in lieu of this negotiated grievance procedure.

6. Employees using the negotiated grievance procedure have the right to be accompanied, represented, and advised by a representative of the Union. Employees electing Union representation will do so in writing. A copy of the written designation will be provided to the Employer upon request. Employees who do not choose Union representation must represent themselves; they are not entitled to any other form of personal representation.

Section 2--Concept

1. Any Employee or group of Employees in the unit may present grievances to the Employer and have them adjusted, consistent with this Agreement, without the intervention of the Union, as long as the Union has been given an opportunity to have an observer present at the grievance proceeding.

2. Normally, all Employee grievances will be initially presented to the immediate supervisor of the grievant(s). However, a grievance may be initiated at a higher supervisory level if warranted by the circumstances, e.g., when the grievance is one over which the immediate supervisor has no authority or control.

3. Responding to a grievance in a timely manner, and avoidance of frivolous grievances, are essential to maintaining a good-faith approach to the negotiated grievance procedure.

a. If the Employer intentionally fails to meet the prescribed time frames, without a mutually agreed upon extension, the Employer will have the option of either granting the remedy the grievant seeks or paying the entire cost of the arbitration, should the grievance be elevated to Step 3. The burden of compliance with the time frames will rest with the Employer.

b. If the Union fails to meet the prescribed time frames, without a mutual agreed upon extension, the grievance may be declared untimely, therefore, non-arbitratable.

c. An appropriate grievance file will be maintained for each case that progresses beyond Step 1.

d. Employees will be allowed, upon request, a reasonable amount of duty time, if otherwise in a duty status, to prepare and present a grievance.

e. Multiple grievances over the same issue may be initiated as either a group grievance or as single grievances. When it is mutually agreed by the Union and the Employer that a group of Employees has an identical grievance, it will be considered as an individual complaint of one Employee selected by the group as the aggrieved. Grievances may be combined and decided as a single grievance at the later steps of the grievance procedure by mutual consent. The decision will be applied equally to all Employees affected.

Section 3--Grievance Procedure

Employee grievances shall be comprise of a three step process: the Informal (Step 1), the Formal (Step 2), and Arbitration (Step 3).

Step 1--Informal Process

1. Informal grievances must be presented within 20 (twenty) calendar days following the date of the act or event creating the concern, or the date the Employee became aware of the act or event. An Employee filing a grievance directly related to a suspension will be allowed up to 15 (fifteen) calendar days to file after conclusion of the suspension. The time limit for presentation may be extended upon mutual consent of the parties.

2. Informal grievances may be presented verbally, and, as a minimum, will specify the concern(s) and the remedy(ies) requested. Within 10 (ten) calendar days after initial presentation of a grievance, a meeting will be held to attempt to resolve the matter. Attendees at this informal grievance meeting(s) are limited to the supervisor in receipt of the grievance, the grievant, the grievant's representative (or a Union observer if the grievant has elected to proceed without representation), and a management advisor; other attendees must be mutually agreed to by the Union and the Employer. By mutual agreement, additional meeting(s) may be scheduled for pursuing resolution of the grievance. If resolution is achieved, a Memorandum for Record will be signed by the parties to the Agreement.

Step 2--Formal Process

1. When an agreement cannot be reached at Step 1, the Union and Employee will have 10 (ten) calendar days from the last informal grievance meeting to proceed to Step 2.

2. At a minimum the formal grievance will include: the grievant's name, the issue to be resolved, and the remedy the grievant seeks. The formal grievance will be presented to the Employer, either in writing or by electronic means.

3. The Employer will render a decision as expeditiously as possible but not later than 30 (thirty) calendar days from receipt of the formal grievance.

Step 3--Arbitration

1. If the grievance is not resolved to the Employee's satisfaction at Step 2, the Union may invoke arbitration. The request for arbitration must be submitted by the Union within 20 (twenty) calendar days after receipt of the Step 2 decision with a copy provided to the Employer.

2. The party invoking arbitration will send the written request to the FMCS for a list of 7 (seven) impartial persons qualified to act as arbitrators. For administrative purposes, a local code identifier will be utilized on the FMCS Form R-43 to relate the received list of arbitrators to the specific case. Upon receipt of the list, representatives of the Union and Employer shall meet within 7 (seven) calendar days and attempt to agree upon one of the arbitrators on the list. Failing to agree, each party shall strike 1 (one) name in turn from the list; the name remaining after each has struck 3 (three) shall be the arbitrator.

3. The fees and expense of the arbitrator shall be borne equally by the Employer and the Union and regulatory limits of arbitrator fees and expenses will be honored. Each party shall fully bear the costs regarding witnesses and any other persons it requests to attend the arbitration. If possible, the arbitration hearing shall be held in the Employer's facilities during working hours. The order of proceedings will be determined by the arbitrator. The total number of Union representatives authorized official time to be present shall be limited to the number of Employer representatives.

4. The parties shall share equally the expense of any other mutually agreed upon services (such as verbatim transcripts) in connection with an arbitration hearing. If the parties cannot mutually agree upon the need for such services and decline to share expenses, the declining party forfeits any and all rights to services and materials obtained at the expense of the other party.

5. The arbitrator will apply any law, rule, or regulation which may come before him/her.

6. If either party cancels an arbitration hearing or asks for a postponement that leads to the arbitrator charging a fee, the canceling party or the party asking for postponement shall pay the arbitrator's fee; however, if cancellation is due to mutual settlement, the parties shall bear the arbitrator's fee equally.

7. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of the agreement, or applicable laws, rules, and regulations. He or she shall consider and decide only the specific issues or issues submitted to him/her by the parties to this Agreement and shall have no authority to make a decision on any matter not so submitted.

8. The arbitrator will be requested by the parties to render his/her decision no later than 30 (thirty) calendar days after the conclusion of the hearing and furnish the Employer and the Union a

copy of his/her decision. Either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the Authority under **5 USC 7122**. The party filing the exception will concurrently notify the other party.

Section 4--Employer or Union Grievances

Employer/Union grievances shall be comprised of a two step process: the Formal (Step 1), and Arbitration (Step 2).

a. When the Employer or the Union decides to file a grievance it can do so by filing the grievance in writing directly with the other party for resolution.

b. As a minimum, the letter will indicate the specific issue of the grievance and the remedy desired.

c. Within 12 (twelve) calendar days from the date of receipt of the Employer or Union grievance, the designees of the parties will meet to discuss the grievance in an attempt to resolve the issue.

d. A written decision on Employer or Union grievances will be rendered as expeditiously as possible but not later than 30 (thirty) calendar days from receipt of the grievance.

e. If the grievance is not resolved to the satisfaction of the initiating party, that party may invoke arbitration. The request for arbitration must be submitted within 20 (twenty) calendar days after receipt of the decision. The provisions of Section 3, Step 3 of this article will apply to arbitration of Employer or Union grievances.

ARTICLE 17

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

Section 1--General

The Employer and the Union will cooperate to continue the Equal Employment Opportunity Program designed to provide equal opportunity for all Employees or applicants for employment regardless of their race, color, religion, age, sex, national origin or handicap.

Section 2--Compliance

The Employer shall comply with all governing laws, rules, and regulations with respect to the accommodation of handicapped Employees.

Section 3--Employee Rights

Employees have the right to file a formal grievance as outlined in **Article 16**, Negotiated Grievance Procedure or EEO complaint process, but not both.

ARTICLE 18

TELEWORK

Section 1--Purpose

1. Telework refers to a voluntary work arrangement where an Employee performs assigned official duties and other authorized activities during any part of regular, paid hours at an approved alternative worksite (e.g., home, telework center) on a regular and recurring basis, a situational basis, or an emergency/unscheduled basis. Telework includes remote work where an Employee resides and works at a location beyond the local commuting area of the employing organization's worksite. The parties recognize that Employees' positions eligible for Telework are those involving tasks and work activities that are portable and do not depend on the Employee being at the traditional worksite.

Section 2--Responsibilities

1. Employee Responsibilities.

a. Complete OPM's telework training prior to entering into a written telework agreement.

b. Complete **DD Form 2946, DoD Telework Agreement**, detailing location of alternative worksite. If Employee's home is the telework location, it is the Employee's responsibility to make certain that a safe work environment is maintained while teleworking.

c. Employees shall designate one section of the home as the telework work station for purposes of the telework agreement. Employee must complete and sign a self-certification safety checklist as part of the initial submittal of the **DD Form 2946, DoD Telework Agreement**, prior to beginning telework arrangement. An Employee may request an ergonomic assessment of the alternative work site, as outlined in **Article 20** of this agreement, however, the Employee will be responsible for implementing the recommendations at the alternate work site.

d. Report any work-related accident or injury occurring at the alternative worksite and provide the Employer with medical documentation related to the accident or injury when requested. The Employer will submit the appropriate documentation to AFPC.

e. Protect all official, sensitive, and for official use only (FOUO) data and comply with all criteria and guidelines for information and electronic security consistent with **DoDI 1035.01**.

f. Safeguard and ensure appropriate use of GFE (Government Furnished Equipment).

g. Work at the traditional worksite on scheduled telework days if called for by mission requirements. Consideration shall be made for those Employees that are participating in the situational telework program due to a medical situation or condition (such as a disability) that prevents them from reporting to the traditional work site.

h. Obtain advanced approval when requesting unscheduled telework to accommodate unanticipated personal circumstances (e.g., emergency home maintenance or repairs) and when Employees are provided the option of unscheduled telework.

i. Employees on an approved Telework Agreement will telework when the Employer closes the Information Directorate or authorizes early dismissal due to an emergency condition (including hazardous weather), unless the Employer specifically waives that requirement.

j. Request appropriate leave in accordance with applicable procedures if unable to telework or report to traditional worksite.

k. Demonstrate performance/contributions at an acceptable level or above, and meet any additional duty requirements as documented by the telework agreement.

l. Code and report approved telework time in the time and attendance system.

2. Employer Responsibilities.

a. The Employer will normally notify the Employee in writing as to the approval or disapproval of a Telework request within 21 days, providing the rationale for any disapproval; if the Employer is unable to approve or disapprove a request within 21 days the Employer will inform the Employee in writing of the anticipated date of an approval/disapproval decision. Employees may grieve disputed situations IAW the provisions of **Article 16** of this agreement if telework is disapproved or if the Employee is removed from the telework program.

b. Notify Employees of their eligibility to telework on an annual basis.

c. Approve or deny requests for telework based upon mission requirements, Employee performance, and needs of work group.

(1) When approving an Employee's request to telework, sign and date **DD Form 2946, DoD Telework Agreement**, and maintain in Supervisor's Employee Work Folder. Denials must be based on mission requirements, performance, conduct or needs of the work group (e.g., adequate office coverage).

(2) Justify in writing, the basis for denial or termination of telework on the **DD Form 2946, DoD Telework Agreement**. If the denial is due to misconduct resulting in

disciplinary action, ensure that it is documented in the Supervisor's Employee Work Folder.

d. Ensure Employees are informed of procedures for requesting unscheduled telework, and requirement that request must be approved in advance.

e. If the Employer wishes to remove an Employee from the telework program, the Employer shall inform the Employee in writing as to the reason for termination from telework and the proposed date the Employee will return to the worksite. The Employee shall be informed of their rights under **Article 16** of this agreement.

Section 3--Eligibility

1. Telework is a discretionary workplace flexibility. Telework is not an entitlement and not all Employees are eligible to telework. The use of telework is encouraged. Employees cannot be ordered to telework, unless Employee's duties are designated as mission-critical or Employee's telework agreement addresses this requirement.

2. Employee participation in the telework program is voluntary. The Employer may not compel an Employee to participate in telework, even if the duties of the position make that Employee "telework eligible." Therefore, the Employer will never force an Employee (who either does not wish to telework or is not eligible to telework) to sign a telework agreement to avoid providing excused absence to that Employee on a day when Federal offices are closed to the public. Both Employee participation and the signing of a telework agreement must be voluntary.

3. The following types of positions/Employees are typically not eligible for telework.

a. Positions that require, on a daily basis, direct handling of classified materials.

b. Positions that require, on a daily basis, an on-site activity or face-to-face personal contacts that cannot be handled remotely or at an alternative worksite (e.g., hands-on contact with machinery, equipment, or vehicles).

c. Employees recently assigned or newly appointed to trainee or entry level positions. The length of time for which the Employee is deemed ineligible for telework is at the Employer's

discretion, but will normally fall within the first 12 months of assignment to the position or once the Employee's performance is at an acceptable level.

d. Employees whose performance or conduct warrants closer supervisory direction or whose rating of record is below fully successful.

e. Employees whose conduct resulted in an officially documented disciplinary action in accordance with **AFI 36-704, Discipline and Adverse Actions**, within the past 12 months.

f. Employees who have unresolved security issues such as Security Information File, clearance revoked, or awaiting security clearance.

g. Employees performing representational duties on official time.

ARTICLE 19

REDUCTION IN FORCE (RIF)

Section 1--General

Prior to official notification to employees, and as early as feasible, the Union will be informed of any Reduction in Force, which will adversely affect Employees, including information as to the reason for the reductions, the number and type of positions involved, and the approximate date the actions will take place.

Section 2--Impact and Implementation Bargaining

Union requests to meet with the Employer on the impact and implementation of a Reduction in Force, as it affects bargaining unit positions, will be processed in accordance with **Article 3** of this Agreement.

ARTICLE 20

HEALTH AND SAFETY

Section 1--General

1. A safe workplace is in the best interest of Employees, the Union, and the Employer. The Union and the Employer will promote Employee safety as a major factor in a productive working environment. The parties recognize their respective obligation to assist in prevention, correction, and elimination of hazardous and unhealthy working conditions and practices. The Employer and Employees will make every reasonable effort to maintain a safe, healthful, and sanitary work environment.

2. Recognizing that a well-trained and educated workforce is an essential part of the organization's safety and health program, both Union and Employer will promote annual Employee safety training. Information will be provided to Employees on an annual basis to include, but is not limited to, the proper evacuation of buildings, use of safety equipment, use of protective equipment and clothing, and ergonomics in the work area. Employees will adhere to health and safety guidelines and practices, including the wearing and use of protective equipment and clothing.

Section 2--Administration

The Information Directorate Occupational Safety and Health Program will be administered for Employees consistent with the **Occupational Safety and Health Act of 1970, Executive Order 12196 (as amended)**, applicable laws, regulations, and standards.

Section 3--Occupational Safety and Health

1. The Employer and the Union will promote Union interaction in the safety effort by encouraging cross-feed between the Union and the Employer's safety organization.

2. Normally, the Chief Steward will act as the Union focal point on all health and safety issues. The Employer will meet with the Chief Steward monthly to review and assess safety concerns and discuss and exchange discrepancy reports affecting the workforce. In the event identified safety issues are beyond the scope of the Employer's appointee and/or the Chief Steward's authority, other management officials may be required to provide input or action to rectify deficiencies.

3. The Employer will notify the Union when it becomes aware of health and safety meetings scheduled by other activities.

4. The safety program will include, as a minimum, proactive accident prevention, fire prevention, cardiopulmonary resuscitation (CPR) and first-aid training, and general publicity for the program.

Section 4--Inspections

Inspections are conducted in order to comply with applicable directives. The Employer will notify the Union prior to all announced inspections, so the Union may have a representative present. This does not preclude the Employer from taking actions, in the absence of a Union representative, to correct situations when they are identified. During the course of an inspection, Employees and the Union are encouraged to bring to the attention of the inspectors any unsafe or unhealthful working condition which the Employee has reason to believe exists in the workplace. Additionally the Union shall be given the opportunity to make written input. The Union will be furnished a copy of the report.

Section 5--Equipment

1. The Employer will furnish, without charge to the Employees, Personal Protective Equipment (PPE) and clothing to perform those duties that have been determined to be hazardous in accordance with criteria established by law. Such items shall meet Occupational Safety and Health Administration (OSHA) standards. Employees issued safety equipment will be trained on its proper use.

2. The Employer will document the Employee's requirement for Personal Protective Equipment (PPE) in their **AF Form 971 (Supervisor's Employee Work Folder)** by doing a hazard assessment and documenting the requirement on the Employee's **AF Form 55** or other appropriate document.

3. PPE will be replaced when the existing PPE is deficient as determined by the Employer; disagreements between Employees and the Employer will be referred to safety and/or health professionals. Employees will use and maintain the PPE provided, and submit deficient items as soon as possible after the item becomes deficient for replacement.

4. The Employer will provide storage space for protective equipment and clothing furnished to the Employees.

5. The Employer will furnish first-aid kits and emergency eye wash stations.

6. Food-related appliances such as coffee makers, microwave ovens, toasters, refrigerators, etc. may be used only in Employer-approved break and/or kitchen areas.

Section 6--Checks

Periodic checks of an Employee will normally be made when work is required that would necessitate extended periods of time in an unoccupied area not open to casual observation.

Section 7--Workplace Cleanliness

All individuals are expected to contribute to the tidiness of their work environment. Custodial services will augment the effort and will be provided as prescribed by appropriate Employer policies and directives.

Section 8--Medical Services

The Employer will provide medical services in accordance with appropriate directives.

Section 9--Detecting, Correcting, and Reporting Conditions

1. All parties must detect and report unsafe and unhealthful conditions. The Employer shall take timely action, within his control, to alleviate unsafe or unhealthful working conditions. Employees who are assigned duties or work in conditions that they reasonably believe could endanger their health or well-being shall immediately notify the supervisor of the situation and, as appropriate, file a report of unsafe or unhealthful working conditions. An Employee has the right to decline to perform an assigned task because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm. The Employer will correct the problem or make reasonable efforts to assign work outside the affected work area and, if appropriate, contact safety or occupational health activities to promptly investigate the conditions to determine whether work may proceed.

2. An Employee or group of Employees will not be required to work under conditions that present an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

3. Any Employee who believes he or she has suffered an on-the-job injury or illness will report the occurrence to his or her supervisor. All duty related injuries and illnesses will be documented on Agency provided forms.

4. The Employer will ensure that no Employee is subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of unsafe or unhealthful working conditions, or other participation in occupational health and safety activities. An Employee who believes he or she has been subject to acts of reprisal has the right to seek redress through grievance or Office of Special Counsel procedures.

Section 10--Ergonomics in the Workplace

1. In keeping with the goal of providing a safe and healthful workplace for all Employees, the Employer acknowledges that certain ergonomic and environmental factors contribute to the health and efficiency of the workforce. Any Employee wishing to have their work area assessed will contact the Employer. The Employer shall complete the assessment of the work area. The Employer shall comply with the recommendations of the assessment, to the extent practicable, (e.g., workstations, chairs, glare shields, lighting, etc.), which meet ergonomic and environmental design criteria for reducing the risk of injuries from repetitive motion work and other potential hazards.

2. Any Employee who works continuously performing a repetitive operation may be required to take a relief period of at least 10 (ten) minutes every hour. Supervisors will be responsible for determining if alternative tasks will be performed during relief periods. Non-availability of alternative tasks may not negate the requirement for a relief period.

Section 11--Light Duty

The Employer will make an effort to accommodate the Employee's medical documented restrictions in accordance with applicable laws and regulations and consistent with mission requirements.

Section 12--Civilian Physical Fitness Program

1. The Information Directorate's Civilian Fitness Program is a means of improving the health of the bargaining unit. Employees shall be allowed up to three (3) hours per week to participate in the Civilian Physical Fitness Program. Guidance on excused absence for fitness program participation is found in **AFI 36-815**.

2. Employees must obtain approval for Civilian Fitness Program participation using the locally negotiated **"Request for Approval of Excused Absence for Physical Fitness Activities."** Installation or Griffiss Business Park facilities will be utilized for fitness activities. Employees are responsible for self-certifying that they are physically able to participate in fitness activities, and identifying any limiting conditions. If the Employee's ability to participate in physical fitness activities becomes limited in any manner, the Employee shall notify the Employer immediately. Employees must complete their JOCAS (or provide their timekeeper with the necessary information) to accurately record fitness participation using the appropriate JOCAS codes.

3. Once an Employee has chosen the days and times to participate in the Civilian Fitness Program, the Employee may not deviate from the schedule without prior permission. The Employer may require Employees to reschedule days and/or times of the Employee's excused absence due to unforeseen mission requirements.

4. Employees are not required to be present in their work area both prior to and following fitness time, but must be present in their work area either prior to or following fitness time.

5. Employees may not participate in bowling or golf, nor may they use tobacco products or consume alcohol while performing fitness activity.

6. Employees may not be excused for Civilian Fitness Program participation during the time they are Teleworking.

ARTICLE 21

SUBSTANCE ABUSE

Section 1--General

1. Alcoholism and drug abuse are preventable and treatable illnesses. The Employer and the Union will assist and educate Employees in the prevention of abuse and will provide assistance in securing treatment of abuse in accordance with appropriate regulations, policies, and procedures.
2. Improved Employee health, productivity, and overall quality of the civilian workforce are the goals of the substance abuse prevention effort.
3. Employees requesting assistance for substance abuse problems may contact the Employer or the Union. The Employer will consider both an Employee's voluntary disclosure of a substance abuse problem and successful rehabilitation progress favorably in determining appropriate action(s) based on a disclosure of substance abuse.

Section 2--Drug Testing

1. Provisions of the Air Force Civilian Drug Testing Program apply. Upon assignment to a Testing Designated Position (TDP), an Employee is provided with a notice of being subject to random drug testing. Periodic review of the TDPs will be conducted to ensure they remain in the scope of the program.
2. Employees not assigned to a TDP.
 - a. Employees not in a TDP subject to random testing may only be tested on the following bases:
 - (1) a reasonable suspicion of substance abuse;
 - (2) in the event of an accident or safety mishap;
 - (3) voluntary testing;
 - (4) rehabilitation follow-up testing;
 - (5) consent testing; or

(6) when moving from a non-TDP to a TDP.

b. In the event that drug testing is required (other than random sampling of Employees in TDPs), the Employer shall inform the concerned Employee in writing, of each of the following:

(1) the basis for the testing;

(2) the availability of assessment and referral services available through the Employer or the Union to which he can voluntarily submit at any time, including after the test and prior to the return of the results; and

(3) the right to Union representation for concerns arising from the results of the test, subject to limitations imposed by law, rule or regulations.

Section 3--Locations

Access to a drug testing location shall be restricted during collection. Unless there is a reasonable suspicion that an individual will attempt to alter or substitute the specimen, any individual subject to testing will be permitted to provide urine specimens in private, in the test room stall so that the employee is not directly observed while providing the sample. An area for sanitizing hands will be available, but not in the immediate area (to discourage attempts to dilute the specimen).

Section 4--Confidentiality

Drug and alcohol records of Employees will be maintained confidentially, in accordance with public law.

Section 5--Assistance

1. The Employer will make counseling and rehabilitation services available to family members of Employees with substance abuse problems, as well as to Employees who have family members with substance abuse problems.

2. Employees whose tests have been confirmed as positive will be notified in writing of a mandatory referral for substance abuse assessment, which will provide information regarding rehabilitation opportunities.

3. The Employer may return an Employee making satisfactory progress in rehabilitation to duty in a TDP, consistent with applicable AF policy. Normally, Employees assigned to a non-TDP who volunteer to enroll and make satisfactory progress in a substance abuse treatment program may remain in their current position.

Section 6--Copies of Records

The Employer will provide Employees documentation in connection with drug testing as prescribed by applicable AF policy. The Employer will provide an Employee or their designated representative a copy of any drug testing documentation maintained in the Supervisor's Employee Work Folder upon request.

ARTICLE 22

TOBACCO USE

1. Tobacco use, to include smoking, e-cigarettes, chewing tobacco, snuff and vaping, is prohibited on the installation except in Designated Tobacco Use Areas (DTAs). Tobacco use is also prohibited in all Government vehicles.

2. Smoking shall be prohibited in a POV on the installation when occupied by a child under age 14 years. Otherwise, tobacco use is authorized in privately owned vehicles (POVs), including those in parking areas on the installation.

3. The Employer shall provide at least two outdoor smoking shelters as DTAs. Shelters will protect the Employees from the elements (rain, snow, and wind); shelters shall be located no closer than 50 feet from building entrances, pedestrian walkways, parking lots, dining areas and athletic grounds. One shelter will be located in the area east of Building 106 door 12 and south of Corridor W, and one shelter shall be located in the northwest quadrant of the courtyard of Building 3. The shelters will be handicap-accessible.

4. The Employer and Union will jointly promote Tobacco Free Living, including tobacco free environment policies and tobacco cessation programs for Employees who wish to stop tobacco use. When cessation classes are held on the installation during duty hours, Employees approved for attendance will be in a duty status.

ARTICLE 23

POLICE OFFICER UNIFORMS

Section 1-General

The Union may address questions or concerns to the Employer regarding police uniform issuance or allowances at any time.

Section 2-Uniforms

1. For Employees entering on duty as a Police Officer, the Employer will furnish the police uniform to the Employee before the Employee is initially required to wear the uniform. The initial uniform issuance will provide all necessary uniform items, and provide for tailoring.

2. After the first year of service the Employer will approve a quarterly uniform replacement allowance for Employees whose duties require wearing a police uniform, IAW applicable guidance. The Employer may require Employees obtain uniform items that meet standards established by the Employer.

ARTICLE 24

PARKING

Section 1--General

The Employer shall determine the number and location of parking spots.

Section 2--Reserved Parking

1. The Employer shall designate reserved parking spots. Reserved parking spaces will be designated for handicapped personnel, government vehicles, visitors, loading/unloading zones, and others as deemed appropriate. The Union will have one reserved parking spot in the visitor's lot north of Building 3, and one reserved parking spot in the parking lot south of Building 106.

2. The Employer will honor a request for a temporary reserved parking spot close to a building entrance for a pregnant or temporarily disabled Employee.

ARTICLE 25

OFF DUTY EMPLOYMENT

1. Employees who wish to engage in off-duty employment are required to obtain approval prior to doing so, as prescribed by appropriate higher headquarters policies and directives.

2. If an Employee is dissatisfied with a disapproval, the Employee may use the negotiated grievance procedure as outlined in **Article 16** of this agreement.

ARTICLE 26

DIRECTOR'S CALL

Section 1--General

The Union and the Employer recognize their shared interest in supporting Director's calls. Employees will make a reasonable effort to attend Director's calls.

Section 2--Attendance

1. Whenever the term "mandatory" is used with Director's call, the Employer will consider the weather conditions, the adequacy of the facility (lack of seating, lack of parking, etc.) and the use of available technology (AFRL Broad Band, slides posted on the RRS web site, etc.) in lieu of physical attendance.

2. Director's calls may be broadcast live or made available for viewing by Employees at a later time.

ARTICLE 27

DUES DEDUCTIONS

Section 1--General

Each Employee has the right to become a dues paying member of the Union. An Employee who desires to become a dues paying member of the Union will fill out a **SF-1187 (Request for Payroll Deductions for Labor Organizations Dues)**. Upon completion of the **SF-1187**, the Union will provide the Employer with the original for processing. The Employer will ensure that dues deductions are accomplished expeditiously, normally within 1 (one) pay period.

Section 2--Dues Deduction

The payroll office will prepare a bi-weekly remittance check. This check will be made payable to American Federation of Government Employees, Local 2612 and be mailed, at the end of each pay period, to:

American Federation of Government Employees Local 2612
PO Box 1521
Rome NY 14442-1521

The Employer will also prepare a listing of names and amounts withheld and forward it to the above cited address. This list will include the names of those Employees for whom allotments have been permanently or temporarily stopped and the reasons therefore, e.g., movement out of the unit, separation, LWOP, insufficient income during the pay period, etc.

Section 3--Termination

1. Dues deduction will be terminated when the Employee is no longer a member of the bargaining unit, when the Employee has been suspended or terminated from the Union, or as determined by appropriate authority outside the Department of Defense.

2. An Employee may voluntarily revoke his/her dues deduction by submitting written notification to the Union and the Employer. Once dues have commenced they shall not be revoked for a minimum of 1 (one) year. If the 1 (one) year anniversary date of the first dues deduction has past, the dues revocation will not become effective until the first full pay period after the next March 1st.

Section 4--Increase/Decrease

The Union will notify the Employer in writing of any increase or decrease in the amount of dues deducted from the Employees. Dues deductions increase will not be made more than once a year, unless an Employee elects to participate in the Union's dental program or other added cost benefit.

ARTICLE 28

AFRL CIVILIAN PERSONNEL DEMONSTRATION PROJECT EXPANSION

Section 1-General

The AFRL Civilian Personnel Demonstration Project (Lab Demo) is expanded to include some General Schedule (GS) employees in accordance with **AFRL Manual 36-104**. The Union retains their rights to mid-term bargaining on changes to **AFRL Manual 36-104**.

Section 2--Lab Demo Conversion and Election

1. The Employer shall provide live briefing and Q&A sessions to all GS Employees prior to the initial opportunity for conversion. Topics shall include (but are not limited to) overall Lab Demo structure, how pay buy-in figures are calculated, how broadbands work, the CCS appraisal system, how to write one's self-assessment, and what bands will cover which job categories. The Union shall be invited to attend and participate in all training sessions on Lab Demo conversion at which bargaining unit Employees will be included.

2. Current GS Employees will have the option to convert to Lab Demo or remain in the GS system.

a. The Employer shall provide a projected buy-in figure to each bargaining unit Employee no less than 30 days prior to the initial conversion opportunity deadline. Actual buy-in amounts may be higher than the projected figure, but not lower than their total salary before conversion. Employees specifically considering conversion will be given a draft SDE specific to their position. Employees who opt into Lab Demo shall be afforded the opportunity to provide input to their SDE.

b. GS Employees will have no less than 30 days to elect to participate in Lab Demo or remain in the GS system. The GS Employees who elect to participate in Lab Demo will be converted along with their positions into Lab Demo.

c. Current employees who elect to convert to Lab Demo will receive a close-out appraisal under the GS system. The Employer will ensure Employees receive any performance-based awards approved prior to conversion to Lab Demo.

d. Employees will be afforded no less than 90 calendar days under Lab Demo provisions prior to a formal, written assessment of Employee contributions. Thereafter they will be under the normal Lab Demo annual assessment period.

3. Current AFRL GS employees who do not choose to participate in Lab Demo will remain in the GS system with no further action required on their part.

4. GS employees who initially decline to participate in Lab Demo and wish to elect participation at a later date may submit a written request to management during an annual open window. They will be afforded the same time frames for opting in and conversion to Lab Demo as the initial opportunity.

Section 3--Employee development

1. Employee development for all Employees will be encouraged, and will be administered with consideration of Employee requests and preferences, consistent with OPM policy, mission requirements, and available funding.

2. Activities such as, but not limited to, FWP presentations, Toastmasters, Microsoft Office, workplace cross-training, team building, online courses such as those available at hru.gov, formal and informal mentoring programs, Myers-Briggs training, field trips, college activities, community activities and access to higher-level on-site presentations for broader perspective may all be requested by Employees.

3. The Employer will, at the time of the yearly CCS review, establish individual development plans for Employees. Employees are encouraged to request desired classes and other ideas for development. The Employer will work with Employees to attempt to resolve any scheduling conflicts for Employee development activities.

Section 4--Reduction in Force (RIF) applying to Lab Demo Employees.

1. **Article 19** of this LMA remains in effect for Lab Demo Employees.
2. The placement of a Lab Demo Employee in a lower broadband level position as a result of RIF or the DoD Priority Placement Program is an extenuating circumstance for which a Memo for Record (MFR), rather than a Contribution Improvement Plan (CIP), will be issued for at least two (2) subsequent CCS cycles, should contributions relative to salary be inadequate through no fault of the Employee.

Section 5--Annual Certification of Position Accuracy

Supervisors will use the appropriate certification statement (i.e., Demo or non-Demo) when accomplishing the annual review/certification of an Employee's position data accuracy required by AF.

Section 6--CCS Training

The Employer shall provide Lab Demo training annually, to include the CCS system and writing one's self-assessment. To ensure consistency, such training shall be taught by a subject matter expert to all interested Employees.

Section 7--Handling Inadequate Contributions

1. Should an Employee be identified as having inadequate contributions the Employer shall review reassignment opportunities and remedial measures to improve contributions to the mission.
2. Documentation of inadequate contributions of Employees plotting in the Automatic Attention Zone (AAZ) will be provided to the Union upon request.
3. Removal action or involuntary reduction in pay action against an Employee who has been placed under a Contribution Improvement Plan (CIP) will be in accordance with the provisions of the LMA, **Article 15 Section 10.**

Section 8—Union Activity

CCS scores of Union officials shall not be reduced as a result of Union activity. It is an Unfair Labor Practice to lower an appraisal score as a result of protected Union activity. If a Union official under Lab Demo has been recorded on official time for more than 75% of their scheduled duty hours during an assessment period their CCS assessment shall be considered presumptive due to circumstances.

Section 9—Reports

The Employer will provide an annual report of Employees' aggregate CCS results to the Union. The Employer agrees to tailor the report (if practicable) upon request from the Union, to afford analysis of various matters of interest to the bargaining unit.

Section 10—Pay System Change or Cancellation of Lab Demo

Should the Lab Demo Project be canceled or otherwise superseded, the Employer will ensure Employees are afforded any applicable pay setting and pay protection provisions upon conversion to another pay system.

ARTICLE 29

DURATION OF AGREEMENT

This Agreement is subject to ratification by membership of AFGE, Local 2612. It is effective on the date of approval by Higher Headquarters in accordance with **5 USC 7114** and will expire 4 (four) years after the date it is signed by the parties to this agreement. It is understood that the provisions of this Agreement take precedence over practices which are in conflict with it.

Following the initial term of four (4) years, and subject to DoD review thereafter in accordance with 5 U.S.C. 7114(c)(3), this Agreement shall renew for additional periods of four (4) years unless either Party gives written notice of its desire to amend, renegotiate, or terminate the Agreement in the period between 180 and 165 days prior to the expiration date. When either party gives such notice, ground rules will be finalized within 45 days of the notice and negotiations will commence immediately thereafter.

ARTICLE 30

PUBLICATION AND DISTRIBUTION OF THE AGREEMENT

The Employer will provide Intranet access to this Agreement with a link available off the Rome Research Site home page. New Employees will be instructed on how to access this Agreement via the Intranet. The Employer will provide the Union fifty printed copies of the Agreement.

Signature Page for Labor-Management Agreement

between the

Director, Information Directorate

Air Force Research Laboratory (AFRL/RI)

Rome, New York

and

Local 2612, American Federation of Government Employees

SIGNED THIS 25th DAY OF JANUARY, 2018

AFGE, Local 2612

Director, Information Directorate

Approved by the Department of Defense on February 9, 2018.