

AGREEMENT BETWEEN

NELLIS AFB, NEVADA

AND

LOCAL NO. 1199

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES

AFL-CIO

NELLIS AFB

LOCAL 1199

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PREAMBLE

The following articles constitute an agreement between Local 1199, American Federation of Government Employees (AFL-CIO), hereinafter referred to as the union, and the USAF Weapons and Tactics Center Commander (WTC/CC), Nellis Air Force Base, Nevada, hereinafter referred to as management.

**ARTICLE 1
PURPOSE SERVED BY THIS AGREEMENT**

- 1.1 It is the purpose of this agreement to:
- a. Provide for orderly and constructive labor-management relations.
 - b. Advance employee participation in the formulation and implementation of personnel policies and procedures which affect them.
 - c. Clearly indicate the rights and obligations of employees, the union, and management.

**ARTICLE 2 RECOGNITION
AND COVERAGE**

- 2.1 Management recognizes AFGE Local 1199 as the exclusive representative for all employees included in the bargaining unit as outlined below.
- 2.2 Subject to exclusions outlined in 2.3 below, the unit to which this agreement is applicable is composed of all nonsupervisory, nonprofessional Air Force employees paid from appropriated funds at Nellis AFB and Indian Springs who are serviced by the Civilian Personnel Flight, and any Air Force or other employees subsequently included as a result of FLRA decisions regardless of CPF servicing office.
- 2.3 Exclusions. The following are excluded from the unit:
- a. Management officials.
 - b. Employees engaged in federal personnel work other than a purely clerical capacity.
 - c. Temporary employees.
 - d. Others excluded by law.

2.4 Definitions. Definitions for the purpose of this agreement are those contained in Section 7103, Subchapter 1, Chapter 71, Title VII of the Civil Service Reform Act of 1978 (Public Law 95-454). The following definitions of terms used in this agreement shall apply:

a. CSRA. This abbreviation when used within this agreement stands for Civil Service Reform Act - Public Law 95-454 - October 13, 1978.

b. Supervisor: "Supervisor" means an individual employed by management having authority in the interest of management to hire, direct, assign, promote, reward, transfer, furlough, lay off, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment. With respect to any unit which includes firefighters or nurses, the term "supervisor" includes only those individuals who devote a preponderance of their employment time to exercising such authority.

c. Negotiations: "Collective Bargaining" means the performance of the mutual obligation of the representative of an agency and the exclusive representative of employees in an appropriate unit in the agency to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached. But the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

d. Furlough - Means the placing of an employee in a temporary status without duties and pay because of lack of work or funds or other non-disciplinary reasons.

e. Adverse Action - IAW Title 5 of the US Code, Section 7501, Subchapters I and II, means a removal, a reduction in grade or pay, a suspension for more than 14 days, a suspension of 14 days or less, a furlough for 30 days or less.

f. Seniority - Means Service Computation Date (SCD) unless otherwise defined in this agreement.

g. Regulatory Guidance - Laws, government-wide regulations, federal statutes, and executive orders, unless they specifically state they will not be in conflict with any negotiated agreement or side agreement.

ARTICLE3 BASIC PROVISIONS

3.1 The following requirements are applicable to this agreement and mutually agreed changes thereto.

3.2 In the administration of all matters covered by this agreement, officials and employees shall be governed by applicable regulatory guidance, as defined in Article 2.4g.

3.3 It is agreed and understood that any prior benefits, past practices and understandings which were in effect on the effective date of this agreement and which are not specifically covered by this agreement and do not detract from it shall not be changed except in accordance with Federal Service Labor Management Relations Statutes.

3.4 The articles in this contract constitute the entire agreement upon those issues contained herein and the parties have had the opportunity to raise any and all issues concerning these articles during negotiations. This agreement represents the sum total of the terms and conditions the parties agree to abide by in the administering of these articles for the duration of this agreement.

ARTICLE 4 MATTERS FOR CONSULTATION AND NEGOTIATION

4.1 It is agreed that matters appropriate for consultation and negotiation between the parties shall be in accordance with Title VII of the CSRA, executive orders, and regulatory guidance.

4.2 Implementation of decisions will not be made concerning matters that management has an obligation to consult and negotiate with the union until this obligation has been met. Such decisions will not conflict with this agreement.

4.3 It is agreed that the fact that certain matters appropriate for negotiation have been excluded from this agreement does not relieve either party from its obligation to negotiate new policies, practices, or changes in regulatory guidance in accordance with Federal Service Labor Management Relations Statutes.

ARTICLE 5 EMPLOYEE RIGHTS AND RESPONSIBILITIES

5.1 Each employee has the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right.

5.2 The freedom of employees to assist a labor organization extends to participation in the management of the labor organization and acting for the organization in the capacity of an organization representative, including presenting its views to officials of the Executive Branch, the Congress, or other appropriate authority.

5.3 Employee rights do not authorize participation in the management of a labor organization, or acting as a representative of such an organization, by a supervisor or by an employee when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

5.4 This agreement does not preclude any employee, regardless of labor organization membership from bringing matters of personal concern to the attention of appropriate union and management officials in accordance with applicable regulatory guidance.

5.5 Employees have the right of access to all non-classified regulatory guidance.

5.6 It is mutually agreed that all personnel shall be treated with fairness and dignity in all matters. It is also agreed that all employees shall be treated fairly and equitably and with dignity in all aspects of personnel management , without regard to political affiliation , race , color, religion, national origin, sex, marital status, age or handicapping condition, and with proper regard and protection of their privacy and constitutional rights.

5.7 The employee has the responsibility to report and explain an on-the-job injury to their supervisor and safety personnel in a timely manner. At meetings called by supervisors concerning on-the-job injuries, employees have the right to have a union representative present. All parties will be treated with dignity and respect with deference given to the injured employee so as not to embarrass, humiliate, or harass them because of the injury or the circumstances surrounding it. If the employee is able, they will complete their portion of on-the-job injury forms.

5.8 It is agreed that management will endeavor to establish working conditions which will be conducive to enhancing and improving employee morale and efficiency.

5.9 If the employee wishes to discuss a problem or potential grievance with a union representative, the employee shall have the right to contact and meet with the union representative on official time. The employee will be released from duty to contact and meet with the union representative when they request to exercise this right. Official time release procedures will apply.

5.10 Employees shall have the right to direct and/or fully pursue their private lives, personal welfare and personal beliefs without interference, coercion, or discrimination by management so long as such activities do not conflict with the Standards of Conduct as outlined in regulatory guidance or with job responsibilities. The standard of nexus shall apply.

5.11 Employees have the right to refuse orders that would require the employee to violate law. If an employee has a reasonable belief that they are in imminent risk of serious bodily harm from a work assignment and do not have sufficient time to seek redress they may decline to perform the assignment.

5.12 Management recognizes the First Amendment rights of all employees.

5.13 When an employee wants to give information or is trying to solve a problem informally they will first discuss it with their first and/or second level supervisor. No action will be taken against an employee for any discussions with a management official who has an open door policy. However, if the issue escalates into a grievance then the negotiated grievance procedures must be followed.

5.14 When management issues a direct order, it must be communicated in such a way that the employee fully understands the requirement and the time frames involved.

**ARTICLE 6
UNION RIGHTS AND RESPONSIBILITIES**

6.1 The union retains the right to:

- a. Determine the union organizational structure.
- b. Designate the representatives of the union.
- c. Determine the representational assignments and duties of union representatives.
- d. Retain, suspend, or relieve union representational duties.

6.2 The parties shall not impose any restraint, coercion, discrimination or interference against any union representative in the exercise of their rights as provided in this agreement.

6.3 A labor organization which has been accorded exclusive recognition is the exclusive representative of the employees in the unit it represents and is entitled to act for and negotiate collective bargaining agreements covering all employees in the unit. An exclusive representative is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership. An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of management and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment; or

b. A union representative shall be given the opportunity to be present at any examination of an employee in connection with an investigation if the employee reasonably believes the examination may result in disciplinary action against the employee and the employee requests representation. If such a request is made, no further questioning will take place until a representative is present. However, if the representative is not provided by the prearranged time and no other arrangements are made by the union, the questioning may proceed. Management reserves the right to cancel the investigatory interview once an employee has requested union representation. A decision by management to cancel an interview on this basis need not be justified in any way, and management may proceed with its investigation and/or disciplinary action on the basis of information from other sources.

6.4 The union president or designee will be afforded the opportunity to be present during each orientation session for new employees. Management will give the union president at least one week notice of the date, time, and place of the scheduled orientation.

**ARTICLE 7
MANAGEMENT RIGHTS AND RESPONSIBILITIES**

7. Management rights:

Subject to the CSRA, nothing in this article shall affect the authority of any management official of the agency:

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

**ARTICLE 8
UNION REPRESENTATION AND OFFICIAL TIME**

8.1 Management agrees to recognize AFGE officials and local officers. The union agrees to provide a current list of union officers and stewards at least quarterly. The list will designate a steward to represent specific units and will list the stewards' and officers' name, unit, duty location and telephone number. The total number of stewards will not exceed 10 for the bargaining unit. If it becomes necessary to transfer a steward from their current organization/work location, the supervisor of the steward will provide the steward with one week's advance notice. The union will notify the labor relations officer in writing when a steward is designated or dropped.

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8.2 Union officers and stewards will be authorized to be absent from their duty stations on official time under the following conditions:

- a. To attend labor-management meetings.
- b. To prepare for, process, and investigate grievances under the provisions set out in Article 26.
- c. To discuss an employee's complaint with an employee.
- d. To perform representational functions within the Scope of 5 U.S.C Chapter 71.

e. To perform such other representational activities as authorized by the agreement and law, to include, but not limited to: hearings, formal meetings, and consultations. When a union representative wants to be released to perform representational duties, the union representative will arrange release from duty with their supervisor. The union representative will state the reason for the release and the specific time they would like to be released. If the supervisor is absent or reasonably unavailable, the release will be arranged with the supervisor's designee. The supervisor will release the employee for union representational duties unless there are pressing operational urgent needs to the contrary. If the release from duty is not feasible on the day proposed, the supervisor will explain the urgent need to the union representative and approve a specific time as soon as possible, normally the following day. The union representative, or the employee, will arrange with the employee's supervisor for the release of the employee from duty. If for pressing operational urgent needs, the supervisor cannot release the employee on the day requested, a specific time will be established as soon as possible, normally the next day. Upon returning to duty, the union representative will report to their immediate supervisor.

8.3 Union officials and stewards shall be given reasonable official time off to carry out representational responsibilities in connection with any matters relating to this agreement, except for internal union business consistent with 5 USC 7131(b). The official time granted shall be that which is reasonable. Disputes regarding whether the time requested is reasonable will be resolved between the union president and the labor relations officer/designee.

8.4 Management recognizes that the union president's duties are numerous and varied and that the president has legitimate interest in all grievances and employee complaints. Therefore, management authorizes the president four hours a day of official time to fulfill representational duties. However, when the president represents the union or an employee at a hearing or meeting that is scheduled by management outside the normal period of official time, more time will be authorized. In addition to this four hour block of time, the president will also have official time provided by the statute for negotiations, ULP meetings and hearings. The union president may designate an individual to act as president in their absence. The designee's release from duty will be coordinated with the labor relations officer/designee.

8.5 The union chief steward is authorized reasonable time to fulfill representational duties in performing the functions of chief steward. The union treasurer is authorized reasonable time to perform representational duties, as defined under statute, but not for the collection of dues.

8.6 Bargaining unit employees attending arbitrations and appeal hearings as observers will be on annual leave or leave without pay.

8.7 When travel by union representatives is required to carry out representational duties under this agreement they will be paid travel expenses in accordance with established regulatory guidance.

8.8 Representatives of the union who are not employees may be allowed to visit Nellis Air Force Base to accomplish official union business. Such visits will be subject to security regulations and visitor control procedures. The local union office will notify the labor relations officer of each visit as far in advance as practical. If business is to be conducted with anyone on the base other than a union official, each notification will include the name of the union representative, position in the union, purpose of the visit and the person(s) with whom the visit is desired.

8.9 An employee who is a representative of the union may be excused to attend union-sponsored training provided the subject matter is of mutual benefit to management and to the employee in their capacity as a union representative. Time authorized will not exceed a total of 500 hours per year for all union officials. The union will furnish advance information on training content when requesting official time for training. Training which relates to internal union activities will not be conducted or attended on official time.

8.10 New stewards may attend grievance meetings as observers when designated by the president. However, no more than one steward observer will be in attendance at any one meeting.

8.11 Normally, the president will utilize the official time set out in paragraph 8.4 during the last four hours of the duty day. To better facilitate labor-management relations, this official time will be set Monday through Friday. If a new president's normal work shift is not a regular Monday through Friday daytime shift, the official time period will be established through negotiations.

ARTICLE 9 UNION-MANAGEMENT COOPERATION

9.1 Management and the union agree to subscribe to a mutual program of truth and frankness in their relationship. Both parties agree to refrain from making unfounded allegations and misrepresentations. Both agree to work diligently in establishing the facts concerning matters in dispute and disagreement. The parties recognize that joint resolution of disputes at the local level contributes to fruitful relations. It is, therefore agreed that any matters in dispute will be taken up at a meeting of the union president and the Civilian Personnel Flight/designee and reasonable efforts made to resolve the dispute. The parties may meet periodically to discuss matters such as application of personnel policies and practices, administration

of this agreement, working conditions, and improvement of communications, understanding, and cooperation between the union and management. Individual grievances will not be discussed at these meetings. Additional parties may be invited to attend. Prior notice concerning the matter to be discussed will be given by each party.

9.2 Both parties recognize the problems created by the various effects of alcoholism and drug abuse. It is recognized that while these problems have far-reaching sociological and cultural aspects beyond the scope of this agreement, it is also recognized that they can adversely affect employee productivity, morale, and stability. Management and the union, therefore, agree to cooperate in developing and maintaining a program designed to deal with alcoholism and drug abuse. In this regard, the union agrees to advise its membership that there are treatment programs available through the Social Actions Employee Assistance Program.

9.3 Management will distribute to the union, by means of a pick-up box in the Civilian Personnel Flight, copies of base-wide literature, to include, the official bulletin, the Bullseye, the Civilian Personnel Newsletter, and other general distribution leaflets.

ARTICLE 10 EQUAL EMPLOYMENT OPPORTUNITY

10.1 Management and the union agree to cooperate and provide equal opportunity for all qualified persons to prohibit discrimination because of age, sex, race, religion, color, national origin and to promote a full realization of equal employment opportunity through a positive and continuing effort. In addition, the parties recognize their commitment to the policy of prohibiting discrimination on the basis of marital status or political affiliation. The parties agree that equal employment opportunity shall be administered in accordance with the law, executive orders, and appropriate regulatory guidance.

10.2 Management agrees to comply with the Command Affirmative Employment Plan and is committed to equal employment opportunity. Supervisors will be made aware of current Command Affirmative Employment Plan objectives when filling vacant positions through Merit Promotion in accordance with appropriate regulatory guidance.

10.3 Management agrees to furnish the union president, in accordance with applicable laws, information concerning the Equal Employment Plan. The union president will be provided on an annual basis a copy of the Work Force Profile including any subsequent updates.

10.4 The commander will designate members to the Equal Employment Opportunity Advisory Committee. The union will be given the opportunity to submit nominees for selection to the committee.

10.5 When it is necessary to appoint new counselors, the union will be given an opportunity to submit nominees for selection to serve as counselors. Nominees must meet the criteria for successful EEO

counselors. Such nominations will be given careful consideration; however, management has final selection and appointment authority.

**ARTICLE 11
PERSONNEL RECORDS**

11.1 A copy of any document placed in their official personnel folders will be provided to employees, upon request, in accordance with regulatory guidance. Employees are encouraged to retain such copies for their personal records.

11.2 AF Form 971, Supervisor's Employee Brief, and attachments thereto, is a personal and confidential record concerning employees, and access to this record will be limited to persons who have an official need to know. An employee has a right to see their AF Form 971. An employee's immediate supervisor/designee shall use AF Form 971 as the record with which to maintain comments concerning the employee's performance and conduct. These comments will be recorded in the AF Form 971 within a reasonable period of time after the supervisor becomes aware of the performance or conduct. When comments concerning performance or conduct are entered on, or attached to the AF Form 971, the employee will be given the opportunity to initial the same. The employee's initials signify only their awareness of the entry. Copies of any comments on the AF Form 971 will be given to the employee upon request.

11.3 In the event of a potential or actual grievance or appeal filed by an employee, the appointed representative will, upon written authorization by the employee, be permitted to examine the employee's AF Form 971 and attachments.

11.4 Employees may grieve any entry in Section B of the AF Form 971. When a grievance is decided in favor of the employee, such entries will be removed and destroyed. If at any step of the grievance procedure a settlement is reached whereby management agrees to a set time limit for an annotation on the AF Form 971, or any disciplinary action, the settlement agreement will be attached to the front of these actions until such time as agreed to be removed. At that time, said entries and settlement agreement will be removed.

11.5 Entries concerning conduct and/or performance lose their relevancy after a certain period of time and should be removed as appropriate.

**ARTICLE 12
POSITION DESCRIPTION AND CLASSIFICATION**

12.1 It is the responsibility of each employee to attempt to resolve questions about the classification of their position with their supervisor. Should the supervisor be unable to resolve the employee's questions, the supervisor will arrange for a meeting to include the supervisor, the employee and the position

classification specialist of the Civilian Personnel Flight. If the employee is still dissatisfied, the employee may file a classification appeal following governing regulations. The employee has a right to be assisted and advised by a representative of their choosing, including the union, in preparing their classification appeal. The designation must be in writing.

12.2 Position description/Core document will accurately relate the duties of each position. All duties on the Position description/Core document must reasonably relate to the title, series, and grade of the Position description/Core document. Duties not reflected on the Position description/Core document may be required of bargaining unit employees. All non-related duties will be appropriately documented as legal details in accordance with this agreement. Appropriate negotiations with the union will be accomplished concerning changes to the Position description/Core document of bargaining unit members.

ARTICLE 13 FILLING POSITIONS AND PROMOTION

13.1 The parties agree that the purpose and intent of the provisions contained herein are to ensure that merit principles are applied in a consistent manner with equity to all employees and without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying physical handicap, or age, and shall be based solely on job-related criteria. It is agreed that management will use the skills and abilities of bargaining unit employees to the maximum extent possible consistent with agency commitments, merit principles, and applicable laws and regulations. Promotions will be made in compliance with the Merit Promotion Plan and applicable laws and regulations, as supplemented by this agreement.

13.2 With the exception of those situations addressed by regulations or laws (e.g. dependents in LWOP status, career programs, RIF actions, etc.) the intent of this article is to establish procedures used to fill permanent bargaining unit positions. Bargaining unit employees will be considered for all positions filled internally for which they are eligible in accordance with applicable regulations. Consideration will be given to all eligible employees applying for or identified for promotion consideration as required by applicable merit promotion regulations. Management retains the right to select or non-select employees for competitive merit promotion under the procedures set forth in this article, and in accordance with applicable law and regulation.

13.3 Noncompetitive promotions will be accomplished in accordance with applicable law, regulations of management, Air Force, and DoD directives, and the provisions of the Federal Personnel Manual. Competitive promotions will be made from certificates prepared through the application of evaluation factors such as training and experience, appropriate tests, supervisory appraisals of employee performance, and other appropriate factors.

13.4 Definitions:

- a. Selecting Official. Normally, the selecting official is the first-level supervisor/designee.

b. Best Qualified Candidates. Those candidates who rank uppermost among all qualified candidates for a position.

c. Promotion Certificate. The certificate containing the names of the best qualified candidates eligible for promotion consideration.

13.5 The first area of consideration for merit promotion of bargaining unit positions will be permanent employees serviced by the CCPF. Not more than 10 candidates will be certified for each vacancy. If identical vacancies exist, one additional candidate will be certified for each vacancy. Areas of consideration for merit promotion will be:

a. First and full consideration shall be given to any best qualified permanent employees serviced by the CCPF. Nellis AFB.

b. If the area of consideration is to be expanded, the union president will be notified.

c. The second area of consideration will be candidates from other Air Force activities.

d. The third area of consideration will be any other federal agency.

e. The last area of consideration will be nonfederal service people.

When filling permanent bargaining unit positions the parties agree that often the most timely and least costly method is to select from the qualified Nellis AFB candidates. Therefore, supervisors will seriously consider Nellis AFB candidates.

13.6 The Merit Promotion Plan applies when filling unit jobs by promotion or when making assignments to jobs with known promotion potential unless otherwise excluded. It covers all employees serving under career, career-conditional, handicapped or veterans readjustment appointments, who are serviced by the Base CCPF.

13.7 The merit promotion certificate will contain the names of up to 10 best qualified candidates for the initial vacancy, with one additional name being certified for each additional vacancy. No additional names will be certified to the selecting official except that one additional name may be added to the certificate each time an employee on the certificate declines consideration. Candidates will be listed alphabetically on the promotion certificate. A statement, with underscoring, will be added stating that the candidates are not in rank order.

13.8 Employees selected for merit promotion or reassignment will be released as soon as possible, but no later than the beginning of the third pay period following final selection. Extension of time will be granted on an individual basis only when clearly warranted. Employees will be provided an explanation of any delays in release dates by supervisors .

13.9 When an employee fails to receive proper consideration in a promotion action and the promotion action is allowed to stand, the employee will be considered for the next appropriate vacancy for which qualified to make up for lost consideration. An appropriate vacancy is a position at the same grade level or promotion potential of the position for which consideration was lost. Promotions will be implemented that are directed by higher authorities to effect corrective action on an equal employment opportunity complaint, appeal or grievance decision or to correct a violation of regulation or law.

13.10 Priority referral will be given to employees eligible for grade retention who were downgraded through no fault of their own. They will be referred and considered prior to other merit promotion candidates.

13.11 Where ties exist among top candidates on a merit promotion register after application of appropriate evaluation and ranking factors, such ties will be broken by seniority (Service Computation Date) with the more senior employee(s) included on the certificate.

13.12 Copies of promotion evaluation patterns (PEPS) used to fill positions will be made available to the union president or their designee upon request to the Civilian Personnel Flight.

13.13 Candidate interviews:

a. All candidates certified for merit promotion to the selecting management official, and within reach for selection, will be interviewed except if they:

1. Are under the direct supervision of the selecting supervisor.

2. Were interviewed by the supervisor within the preceding 90 days.

3. Are unavailable for interview because the employee is on extended absence (over one week) and efforts to reach them by telephone have failed. In such cases, a review of the employee's OPF will constitute an interview.

b. All available candidates certified for merit promotion and within reach for selection will be notified by selecting supervisor/designee that they are being considered for promotion. The candidates will be given the opportunity to provide relevant information they want the selecting supervisor to consider.

c. Personal interviews will be conducted in essentially the same manner for all candidates with regard to questions asked and information sought.

d. Employees will be released for the time necessary for the interviews to be conducted .

13.14 If no selection is made from the qualified candidate list, the selecting supervisor/designee will justify, when requested, the reason for non-selection to the CCPF and the union president. The union president will be notified each time there is no selection from the candidates list.

13.15 Any employee who is promoted may request in writing a change to lower grade to their former position if they feel they cannot perform the new assignment.

13.16 Managers will temporarily promote employees who meet all eligibility and qualification requirements to higher grades in lieu of detail when the detail is to last more than 30 days. Temporary promotions, up to 120 days may be made noncompetitive if permitted by appropriate regulations. Temporary promotions for more than 120 days will be competitive unless noncompetitive rules apply. Temporary promotions will be effective at the beginning of the pay period following the completion of the required personnel action.

13.17 Disputes concerning compliance with merit promotion procedures are processed under the negotiated grievance procedure.

13.18 Employees are encouraged to keep the CCPF informed of changes in experience, education, and training by submitting updated SF-172s. Employees will be notified at least annually of the opportunity to update their experience record.

13.19 A hotline informing employees of the open positions at Nellis AFB will be provided. Employees may contact the CCPF for additional information regarding the status of merit promotion actions. Names of promoted employees and the position to which promoted will be published in the CCPF newsletter. The union will be provided a copy of the Nellis AFB Staffing Plan when published or updated which lists the projected vacancies by title, series and grade. The union president will be notified of all positions that are converted from civilian to military.

13.20 Employees in a career ladder position will be promoted upon meeting all eligibility, performance and classification requirements for the higher grade unless the employee has been officially notified that their position is affected by a RIF action.

ARTICLE 14 EMPLOYEE TRAINING

14.1 Both parties recognize that it is Air Force policy to provide the training necessary to ensure the maximum efficiency of civilian employees in the performance of their official duties. The opportunity to participate in the training and development programs will be given every employee who needs training and

meets standards and requirements prescribed by law, executive order, or regulation without regard to race, color, religion, sex, national origin, age or other factors unrelated to the need for training.

14.2 It is the supervisor's responsibility to determine and document training needs, provide training necessary and evaluate training. Employees should provide input to their supervisors to assist them to determine training needs and evaluate training received. Employees will also utilize and share with fellow employees new skills acquired through training.

14.3 Selection for training will be made by the supervisor from those employees best qualified to utilize the training based on such factors as work center needs, employee needs, availability of resources, and capability to train others.

14.4 Each employee is primarily responsible for their self-development. Supervisors will inform their employees of sources and opportunities for self-development and encourage participation in these activities. Employees who are interested in broadening their experience, knowledge, and skills should consult with their supervisors to determine available courses and training that may assist them in their self-development. Employees may also consult with the Civilian Personnel Flight representatives to determine resources available for self-development.

14.5 Training of the union officers and stewards concerning internal union business is the responsibility of the union. Recognizing the mutual benefits to be derived by both the union and management, training sessions for stewards and elected officials concerning Civilian Personnel administration policies and procedures will be conducted by management when it is mutually agreed that a need for the training exists and it can be reasonably provided.

**ARTICLE 15
DETAILS**

15.1 A detail exists when an employee continues in their current status and pay and is temporarily assigned to:

a. An established position, or an identical one, with a higher or lower basic pay rate, or one requiring different qualifications from those now required in their official position assignment.

b. An unestablished position: that is, one whose duties and responsibilities have not been rated under a classification system and the necessary approvals for its establishment have not been obtained. This type would be in a different occupational line of work, or one that requires different qualifications from those now required in their official position assignment.

15.2 Selection of an employee will be fair and equitable in relation to all employees available for detail. Such matters as assignments that enhance qualification, offer promotion possibilities, or entail other

benefits will be fully considered. Repeated renewals of details, an excessive number of details, and prolonged periods of detail, will be avoided.

15.3 When an employee is placed on detail, they will be informed of duties to be performed, the name of the supervisor they will work for, the reason for the details, and the approximate or proposed length of the detail.

15.4 It is the supervisor's responsibility to ensure that all details over 30 days are recorded on an SF 52. An SF 50 will be filed in the employee's personnel file by the Civilian Personnel Flight and the employee will be given a copy. The experience gained on detail may be used, as appropriate, in making qualification determinations. Details of 30 days or less will be noted on employee's AF Form 971. An employee may initiate an SF 172, Amendment to Personal Qualification Statement, whenever they have accumulated 30 calendar days experience on short-term details to the same level and skill within a 12-month period. This form will be submitted to the Civilian Personnel Flight, through their supervisor, for inclusion in the employee's Official Personnel Folder.

15.5 If it is found and reported that details have not been properly recorded, or that details have exceeded permissible time limits, management will make appropriate adjustments to the employee's records and pay in accordance with applicable regulations.

ARTICLE 16 OVERTIME AND HOLIDAY WORK

16.1 It is agreed that the use of overtime and holiday work will be restricted to cases of absolute need and the compensation for overtime or holiday work shall be made in accordance with regulatory guidance.

16.2 Management retains the right to require overtime or holiday work when circumstances warrant. The assignment of overtime will be based on management's needs and the employee's needs. In the assignment of scheduled overtime or holiday work, the supervisor will provide the employee with 48 hours advance notice. When management does not provide employees with 48 hours advance notice and if an employee has a valid emergency or unavoidable hardship, upon request, they will be excused from working overtime. If an overtime emergency arises as much advanced notice will be given as is possible. Supervisors will make every reasonable effort to equitably distribute overtime and holiday work among employees who can adequately perform work required. To assist them in settling any overtime or holiday work disputes, supervisors will utilize records available in the Civilian Payroll Office.

16.3 General schedule employees whose basic rate of compensation exceeds the maximum grade GS-10 may be required to take compensatory time off in lieu of overtime pay. An employee who is required to take compensatory time off is notified of this requirement at the time they are ordered to work overtime. Employees whose basic rate of compensation does not exceed the maximum rate for GS-10 are not required to take compensatory time off in lieu of overtime pay unless they request it. The employee's initials on the time and attendance report constitute evidence of their request for compensatory time off.

Employees whose rates are set by the Federal Wage System (wage grade employees) are eligible for compensatory time off, but will not be required to be compensated for overtime work with compensatory time unless elected by the employee.

16.3 Employees will be compensated according to established regulatory guidance.

ARTICLE 17 LEAVE

17.1 Annual leave:

a. Employees are provided annual leave to allow them time off for vacations and for personal or emergency purposes. All annual leave an employee earns during the leave year becomes available for use at the beginning of the leave year. The determination as to the time and amount of leave granted at any specific time is made by the supervisor, with staffing, workload, and training requirements being considered as determining factors. All annual leave must be requested by the employee and approved by the supervisor. Supervisors consider the employee's desires as well as the work situation when granting leave. If the request for leave cannot be approved at the time of request by the employee, or approved leave must be canceled, the supervisor will promptly notify the employee of the reason and consult with the employee and endeavor to schedule the leave at an alternate time convenient to the employee. It is every employee's responsibility to ensure their leave is approved prior to starting leave.

b. Except in cases of emergency, annual leave must be approved by the supervisor in advance of the absence. When emergencies arise requiring the use of annual leave not approved in advance, approval of annual leave cannot be presumed by the employee. If an employee is unable to report for duty due to an emergency, they must notify their supervisor within two hours after the start of their shift for a workday unless compelling circumstances prevent this. If additional information is required, the decision on approval or disapproval of annual leave for emergency reasons may be withheld by the supervisor until the return of the employee to duty.

c. Employees may request annual leave without interference or coercion for any duration, for any time, and in any pattern they desire. No arbitrary or capricious restraints will be established to restrict when leave may be requested.

d. For planning purposes, supervisors will establish leave schedules during January of each year to ensure that all employees are given an opportunity for a reasonable vacation and to use any leave they would otherwise forfeit at the end of the leave year. For leave of two weeks or more, the employee will submit a leave request form approximately two weeks in advance of the starting date of the leave. Where conflicts in scheduling leave occur, the supervisor will confer with the employees concerned to resolve the conflict. If this fails, the supervisor will give first choice of the desired time to the employee who possesses the earliest service computation date. No permanent employee will be denied existing accumulated leave solely because employees who do not accrue leave, such as intermittent employees, are scheduled for time off from duty.

e. Annual leave will be approved by management, if at all possible, when union officials need leave for internal union functions.

17.2 Sick leave:

a. This article sets forth comprehensive policies and procedures pertaining to the approval and use of sick leave by bargaining unit employees. Employees shall earn, request, and be granted sick leave when a positive balance exists, in accordance with applicable regulatory guidance when the employee believes they are medically incapacitated for performance of their duties. The supervisor's decision to grant or deny sick leave is not a medical decision. Sick leave will only be denied for non-medical reasons. An employee shall request advance approval for sick leave for medical, dental, or optical treatment or examination and the leave will normally be granted. Sick leave shall be granted when the employee is incapacitated for performance of duties by sickness, injury, or pregnancy and confinement; or when a member of the employee's immediate family is afflicted with a contagious disease and the employee's presence at work would jeopardize the health of others. A contagious disease means a disease which is ruled as subject to quarantine, requires isolation of the patient, or requires restriction of movement by the patient for a specified period as prescribed by the health authorities having jurisdiction.

b. Employees or, if the employee is incapacitated, a family member or cohabitant, will request sick leave from the employee's supervisor not later than two hours after the start of the workday, unless compelling circumstances prevent this. Supervisors may ask employees the nature of their illness. Sick leave for prearranged medical, dental or hospital examinations or treatments will be requested in advance of absence.

c. Medical documentation for sick leave of more than 3 consecutive workdays may be required if the supervisor has a valid reason to suspect the employee was not incapacitated for duty. Medical documentation is defined as a written statement signed by a physician or medical specialist. Medical documentation must cover all absences beyond the third workday and show that the employee was incapacitated for duty for the entire period covered by the documentation. In cases of extended illness, the medical certificate may be required periodically, if necessary, to establish the employee's continued incapacity to return to duty.

d. An employee, in case of serious disability or illness, may be advanced up to 240 hours of sick leave when the employee's request includes a medical certificate stating the nature and estimated duration of disability or illness and a statement that the employee is expected to return to full duty. The supervisor, prior to granting advance sick leave, will consider such factors as the employee's past sick leave record, annual leave balance, and whether or not circumstances indicate that they expect the employee to return to duty for a sufficient period of time to earn the leave advanced. The amount of advance sick leave granted shall not exceed 240 hours for full time permanent employees and will be granted in accordance with governing regulatory guidance. Total sick leave advanced will be charged to sick leave subsequently earned.

17.3 Miscellaneous leave:

a. Voting. As provided in applicable regulatory guidance, an employee requesting time off to vote will be excused without charge to leave for the amount of time necessary to permit them to report to work three hours after the polls open or to leave work three hours before the polls close, whichever requires the least amount of time off. Normally when the polls are open until three hours before or after the employee's regular duty hours, no time off is granted.

b. Blood donation. An employee may be excused from work by their supervisor without charge to leave for the time necessary to donate blood and for recuperation following blood donation, up to four hours.

17.4 Approved leave normally will not be canceled except for valid operational reasons.

ARTICLE 18 TRAVEL

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

18.2 All temporary duty (TDY) arrangements will be accomplished during normal duty hours. When it is within administrative control of management, employees will receive their travel orders sufficiently in advance to obtain transportation requests prior to departure.

18.3 To the maximum extent practicable, TDY travel will be scheduled within the employee's regularly scheduled tour of duty. However, when designated officials order and approve travel outside an employee's regularly scheduled duty tour, travel time will be payable as overtime according to regulatory guidance.

18.4 Transportation may be authorized by government vehicle, ship, or aircraft, by privately owned conveyance and/or common carrier. The desires of the employee as to the mode of transportation to be used in performing official travel will be considered to the extent allowable by applicable regulations. To conserve funds and to enable more employees to travel for training, conferences, etc., employees are encouraged to utilize military aircraft and messes, if available. Government quarters will be utilized if available and in conformance with minimum standards of applicable regulatory guidance.

18.5 Selection of employees for temporary duty assignments will be based upon official necessity and qualifications of the individual to best perform the service required without regard to sex, race, religion, or national origin. So far as necessary in the full performance of their position duties, employees are responsible for responding to temporary duty assignments in the same manner as to duties at their

permanent duty stations. An employee selected for assignment involving travel may request that they be excused and such a request will be considered provided other qualified employees are available. In case of denial of request for excusal, the reason for denial will be explained to the employee.

18.6 Problems that arise over any procedures not addressed in the Express Travel-Plus Agreement will be handled on a case by case basis. Simple disagreement with participation in the program will not be considered valid reasons for discussion.

ARTICLE 19 CONDUCT AND DISCIPLINE

19 .1 Disciplinary actions will be taken only when justified. Disciplinary action or adverse action is taken only when necessary and then promptly and equitably. The purpose of disciplinary action is to correct and rehabilitate rather than to punish the employee. The discipline selected will not be disproportionate to the offense and the intent will be to contribute to the solution of the problem. Employees will receive a written notice of any proposal to suspend or remove for disciplinary reasons. A union representative shall be given the opportunity to be present at any examination of an employee in connection with an investigation if the employee reasonably believes the examination may result in disciplinary action against the employee and the employee requests representation. When two or more people are conducting an examination, it is reasonable for the employee to believe that disciplinary action may result, unless specifically advised otherwise in writing. If such a request is made, no further questioning will take place until the representative is present. However, if the representative is not provided by the prearranged time and no arrangements are made by the union, the questioning may proceed. Management reserves the right to cancel the investigatory interview once an employee has requested union representation. A decision by management to cancel an interview on this basis need not be justified in any way, and management may proceed with its investigation and/or disciplinary action on the basis of information from other sources. When a written notice of proposed disciplinary action is made, the employee, upon request, will be given an additional copy of the notice which they may give to their representative.

19.2 Documentation or annotation of any disciplinary action found to be unjustified by proper authority will be deleted or removed from the AF Form 971 and/or the employee's Official Personnel File. Removal of unjustified disciplinary actions from the OPF will be done in accordance with appropriate regulatory guidance.

19.3 Management will not be placed in the position of acting as a collecting agency or of determining the validity of contested debts. Each employee is expected to pay their just debts and maintain a reputation in the community for honoring debts. When an employee denies the validity of a debt which is not supported by court judgment, management will take no action until the conflict is resolved.

19.4 Last chance agreements:

a. The union president or their designee will be notified and given an opportunity to be present before an agency offers a bargaining unit employee a last chance agreement.

b. Employees will be given all information about the removal of any rights in the last chance agreement.

ARTICLE 20 HEALTH AND SAFETY

20.1 Management shall provide a safe and healthy work environment in accordance with the Occupational Safety and Health Act of 1970, Executive Order 12196, and the Department of Labor implementing regulations.

20.2 Management agrees to ensure prompt abatement of unhealthful and unsafe working conditions.

20.3 In accordance with regulatory guidance and appropriate law, the appropriate environmental differential will be paid to an employee who is exposed to unusually severe hazard, physical hardship, or working condition.

a. Employees who feel the work situation is covered under the appropriate regulatory guidance may submit a request for consideration to the supervisor. The request will contain a complete description of the work for which the employees believe additional pay is warranted. Supervisors will add their evaluation of the work situation and recommendations and submit the request to the Civilian Personnel Flight for action.

b. The employees may ask about the status of the request and action being taken until a decision is rendered.

20.4 When an employee is injured or becomes ill on the job, emergency transportation and medical treatment will be provided, including hospitalization of an employee, if required.

20.5 The supervisor or a representative of the Civilian Personnel Flight will notify the president of the union in the event of industrial injury, illness, or death as soon as practical after contact has been made with the employee's emergency addressee.

20.6 Management agrees that safety equipment will be made available to employees and will be replaced when necessary. Employees will use the safety equipment furnished unless an exception is made by appropriate medical authority. Employees will be trained on the use and proper care of all safety equipment. Employees will also be responsible for the proper care of safety equipment furnished. Management agrees to adhere to the manufacturer's guidelines.

20.7 When an employee suffers an industrial illness or is injured in the performance of duties, the supervisor will counsel the employee on how to properly file the required compensation forms within the prescribed regulatory time frame. The employee may also be assisted by a Civilian Personnel Flight technician on the procedures for filing a claim for benefits under the Federal Employees' Compensation Act. The counseling will provide information about the type of benefits available, including specific reference to employee's option to file a claim for disability compensation or use accrued annual and sick leave. The parties recognize that the Office of Workers' Compensation Program approves or disapproves compensation claims and determines the amount to be paid.

20.8 Employees will be permitted to review documents relating to their claim for compensation. They may be accompanied by their designated representative if they so desire.

20.9 Management will provide to the union copies of all reportable accident reports which pertain to bargaining unit employees if management is the releasing authority.

20.10 Management agrees to replace all equipment when the equipment poses a safety hazard.

20.11 Employees have joint responsibility with management, after proper training, in the proper disposal of hazardous waste/material; and an obligation to know and observe rules and the requirement to promptly report hazardous waste/material spills to the proper authorities.

ARTICLE 21 FACILITIES AND SERVICES

21.1 Space on official bulletin boards designated for civilian employees' information where employees of the unit are assigned will be made available for posting of material by the union. Management agrees to permit distribution and posting of this agreement, notices, and similar informational material by the union. Distribution and posting will be accomplished during non-duty hours of employees involved and will be accomplished at union expense. Literature posted or distributed within Nellis AFB must not violate any law, provision of this agreement, security, regulation of higher authority, or contain libelous material. Management will supply the union with a current map of the base, detailing streets and buildings and all official bulletin boards designated for civilian employees' information, one time each year. Management will provide access to the locked bulletin boards.

21.2 Management agrees to provide the union 300 copies of this agreement for posting on bulletin boards and distribution to employees. However, upon request the union will receive an additional 100 copies of the agreement, not to exceed a total of 500.

21.3 Management agrees to publish notices of union meetings or special events in the Civilian Personnel Newsletter and the Base Official Bulletin as space is available.

214 Union officials are authorized to use the base telephone system for local calls concerning activities authorized in this agreement. In this regard, management will provide two telephone instruments of the current technology for use in the union office. These instruments will have two line capability with a hold/switching capability. When the phones are transferred, the union will keep the same base phone number, 652-5155 unless otherwise agreed to by the union.

21.5 All new employees will be advised of their right to join or not join a union; that AFGE has exclusive recognition at this installation and, that further information concerning union representatives may be obtained from the bulletin boards in the work areas.

216 Management agrees to provide facilities for "Lunch and Learn" meetings at a location that will provide access to unit employees during lunch and break periods. Detailed arrangements will be agreed to by labor relation officer/designee and the union on a case by case basis.

217 At the request of the union, management will provide facilities, if available, for official meetings of the union during non-duty hours of the employees involved. The use of these facilities will be subject to safety and security in accordance with regulatory guidance. The union will submit a request for each meeting, sufficiently in advance to enable scheduling for the meetings. The union agrees to exercise care in using such space and will leave it in a clean and orderly condition after use and will be responsible for locking facilities. The use of a private space will be provided to union representatives for consultations authorized by this agreement when such space is available.

218 AFGE Local 1199 employees, as certified by the union president, will be authorized entry decals subject to security regulations.

219 Management and the union agree that the rooms utilized by the union in their present location will be occupied solely by the union. Adequate lighting, electrical outlets, heating and cooling will be provided for the union office and adequate repairs will be accomplished to comply with all safety, security, and utilization in accordance with regulatory guidance. Management and union further agree to maintain health and safety standards.

2110 The union may schedule a room in Bldg 20 to conduct steward training by calling the Base Education Center.

21.11 Management and the union president will designate a parking place near the union office for the AFGE president.

21.12 Management will provide and install a sign saying "AFGE Local 1199 Union Office" on or near the building where the union is located. The sign will be installed in such a manner that it may be viewed by the general public. The sign will also be in compliance with base requirements.

21.13 Management agrees to provide the union access to the BITC mailing system to communicate with management and employees. The union's use of the BITC system will be in total compliance with Air Force and DoD guidelines.

21.14 Management agrees to furnish the union with two copies of all AFI's and AFPDs that pertain to Civilian Personnel. One copy of the Air Force Index 2 will be provided.

ARTICLE 22 HOURS OF WORK

22.1 Management will stabilize employees' work schedules within the administrative workweek. Seven consecutive calendar days constitute an administrative workweek. The Air Force administrative workweek begins at 0001 Sunday and ends at 2400 on the next following Saturday. The calendar day on which a shift begins is considered the day of duty for that day, even though the work schedule extends into the next calendar day or into the following administrative workweek. The basic workweek is the day and hours of an administrative workweek which make up the employee's regularly scheduled 40-hour workweek, normally five 8-hour days, Monday through Friday. Normally, employees will be given two consecutive days off in a pay period. An uncommon tour of duty is any 40-hour basic workweek scheduled to include Saturday and/or Sunday, or fewer than five but not more than six days of the administrative workweek. Uncommon tours of duty will be posted in the work area. Posting will include the name(s) of the employees assigned to work the uncommon tour(s).

22.2 In order to minimize work disruption and the adverse impact on employees' morale and productivity, changes in work schedules will be kept to an absolute minimum. Employees will be notified of their changes in duty days, hours of work, and work location, as soon as possible when it is determined that a change will take place. Employees and the union will be notified of all changes in their hours of work, duty days or location of work seven calendar days in advance of the changes. In accordance with established law the union does not waive its right to bargain over appropriate matters concerning the establishment or abolishment of any shift. Also, the union retains the right to appropriately bargain over the change in starting and quitting times of established shifts. No changes in scheduling will be made to punish employees. Exceptions to the seven calendar day notice may be made when the following situations make the seven calendar day notification impossible:

- a. Emergencies.
- b. Investigations.
- c. Physical or medical examination.
- d. TDY assignments.
- e. Separating employees, to clear the base.

22.3 The selection procedures used for changes of shifts and hours of work will normally be as follows:

- a. Qualifications to satisfactorily perform the assigned duty will be the first consideration.
- b. Proper balance of skill and grade levels must be achieved.

c. Volunteers will be solicited. In the event there are too many volunteers, selections will be made based upon the most senior employees. In the event there are no volunteers or not enough volunteers, selections will be made based upon the least senior employees. Seniority will be determined by using Service Computation Date (SCD).

22.4 For jobs where personal cleanliness is a problem, a reasonable amount of time, not to exceed fifteen minutes, will be allowed before lunch and/or before the close of the shift for clean-up.

22.5 Lunch periods shall be scheduled to begin not earlier than four hours nor later than five hours after the start of a shift. When other than normal situations occur, the supervisor and the employee may mutually agree to a temporary change in the lunch period time constraints. Employees shall be kept informed of their lunch hour schedules.

22.6 Employees working eight hour shifts are authorized two paid 15 minute rest periods. Rest periods will take place as close as possible to the middle of each half shift. However, fixed rest periods are not required in office environments. Instead, informal breaks are authorized for office workers. This may be 15 minutes all at one time when convenient to the work load, or may be informal in that the two 15 minute breaks may be spread out throughout the work day. It is understood that some employees, such as those working in the sun, working on computers, or in stressful jobs, may be authorized more frequent breaks for health and safety reasons.

22.7 Unless logistically impossible, employees will be provided with a breakroom/lunchroom.

22.8 Beepers : Employees may be required to wear beepers :

a. If an employee's off duty activities are restricted and they are required to remain in a state of readiness to perform work then they will be considered in a standby status. Standby pay entitlement will be paid in accordance with applicable law.

b. If an employee's off duty activities are not restricted and they are not required to remain in a state of readiness to perform work then they will be considered in an on-call status. On-call pay will be paid in accordance with applicable law.

ARTICLE 23
PARKING

23.1 All employees will be given the opportunity to park their private vehicles on the base, provided the vehicle is registered in accordance with appropriate regulations. Free parking will be provided unless prohibited by a Presidential Executive order or a federal statute.

23.2 Special parking facilities will be considered for physically handicapped employees. The union may make recommendations for such parking space to the Civilian Personnel Flight for consideration.

23.3 All reserved parking spaces will be approved by the Commander, 554 SPTG, Nellis Air Force Base, or designated representative in accordance with base parking directives. Union officials may verify through the Security Police that a specific reserved parking space is officially authorized.

ARTICLE 24
VOLUNTARY DEDUCTION OF DUES

24.1 Payroll withholding of union dues is authorized for unit employees who voluntarily request such dues deduction and who are union members in good standing with Local 1199. The union is responsible for procuring Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues" and distributing the forms to its members, certifying as to the amount of its dues, and informing and educating its members of a program for allotments for payment of dues and the uses and availability of the required forms. The union will furnish to the Civilian Personnel Flight and the Civilian Payroll Office a list of union officials who are authorized to certify Standard Forms 1187 and changes to the amount of dues withholding.

24.2 The union may submit certified Standard Form 1187 to the Civilian Personnel Flight at any time. Allotments will begin on the first complete biweekly pay period after receipt of the properly completed and signed form by management, provided the form is received no later than five working days prior to the beginning of the next pay period. The amount of the union dues to be deducted each biweekly pay period on behalf of the union shall remain as originally certified to on such allotment forms until a change in the amount of dues withholding is made by the authorized union official. The change shall become effective on the first pay period beginning after receipt of the notice of change from the union by the Civilian Payroll Office or at a later date, if requested by the union. The union reserves the right to implement different dues structures.

24.3 An employee's allotment will be terminated when the employee leaves the unit as a result of any type of personnel action excluding details; upon loss of exclusive recognition of the union; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside Department of Defense; or when the employee has been suspended or expelled from the union. Advance

written certification will be submitted promptly by the union to the Civilian Payroll Office when a member who has authorized dues withholding is suspended, expelled or otherwise ceases to be a member in good standing.

24.4 A biweekly remittance will be prepared at the close of each pay period for which deductions are made. This remittance will be electronically deposited to an account designated by the union treasurer. Each remittance will be accompanied by a list with amounts withheld. The remittance, the list and the changes will be provided to the union no later than the payday. It will also include the names of employees whose allotments have been permanently or temporarily stopped and the specific reasons therefore; e.g., resigned, retired, name change or promoted to supervisory position. Management will provide an alphabetical listing of the employees whose dues are withheld once every six months. Management agrees to absorb the administrative cost for providing the dues withholding service.

24.5 The Civilian Payroll Office maintains a supply of Standard Form 1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues," for use in revoking an allotment and makes it available to employees upon request. A written request for revocation of an allotment, which is otherwise in order and signed by the employee will be accepted and acted upon even though not submitted on the proper form. The union will be provided a copy of each revocation within five days.

24.6 Members who elect to pay dues through payroll deduction may withdraw not earlier than the first full pay period following the anniversary date of the first payroll deduction. Subsequent revocations may be made not earlier than the first full pay period following the anniversary date of the allotment authorization. Requests for revocations prior to this period will not be accepted.

24.7 Dues withholding under this Article will continue for the time during which a new agreement is at higher headquarters for approval. In addition, dues withholding shall continue after the termination of this agreement if there is: (1) an unresolved negotiability dispute, (2) an impasse pending before the Federal Service Impasse Panel, (3) a representation challenge. Under this provision dues withholding is continued until the matter is resolved.

ARTICLE 25 REALIGNMENT OF WORK FORCE AND REDUCTION-IN-FORCE

25.1 Management agrees to inform the union of any proposed major reduction-in-force and at the same time it issues a notice to an employee, management will give written notice to the union of each affected employee. For this purpose, a major reduction-in-force is defined as one in which ten or more employees may be affected. Management agrees that it will inform the union as far in advance as practical, giving the approximate number of employees to be affected, proposed effective date of the action, and the reason for the reduction-in-force. The union agrees to assist management in keeping employees informed concerning the reduction-in-force.

25.2 Management agrees to make every reasonable effort to minimize the impact of any reduction-in-force. To avoid the separation of employees such methods as reassignment to continuing positions, restriction of recruiting, and counseling of employees eligible for retirement, will be utilized to the maximum extent feasible.

25.3 An employee affected by a reduction-in-force has the right to inspect reduction-in-force records pertaining to them. They also have the right to designate a representative to assist them in making this review. Designations of such representative in writing will only be required when the representative is not accompanied by the employee.

ARTICLE 26 GRIEVANCE AND ARBITRATION PROCEDURE

26.1 The purpose of this article is to provide for a mutually acceptable method for prompt and equitable settlement of all grievances.

26.2 A grievance is defined to be any dispute or complaint between management and the union or an employee or employees covered by this agreement which may pertain to the below mentioned issues. When more than one employee wishes to grieve the same incident, a group grievance may be submitted.

- a. Any matter involving the interpretation, application, or violation of this agreement, and
- b. Any matter involving working conditions or the interpretation and application of personnel policies, regulations and practices not specifically covered by this agreement.
- c. Exclusions. Matters excluded from these procedures are those concerning:
 - (1) Any claimed violation of 5 USC 73 relating to prohibited political activities.
 - (2) Retirement, life insurance, or health insurance.
 - (3) A suspension or removal in the interest of national security reasons in accordance with 5 USC. Section 7532 and the Personnel Reliability Program.
 - (4) Any examination, certification or appointment relating to initial employment with the federal service.
 - (5) The classification of any position which does not result in the reduction in grade or pay of an employee.
 - (6) Non-selection for promotion from a group of properly ranked and certified candidates.

(7) An action terminating a temporary promotion and returning the employee to the position from which temporarily promoted or to an equivalent position.

(8) Non-adoption of a suggestion or disapproval of a quality salary increase, performance award or other kind of honorary or discretionary award.

(9) Withholding of Within Grade Increase.

(10) Termination during probationary period.

(11) Individual appeals of RIF Actions.

(12) Individual discrimination complaints based on race, color, religion, sex, national origin, age, and physical or mental handicap. This exclusion does not preclude the union from filing a union grievance on other than individual discrimination complaints.

(13) Written notices of proposed disciplinary actions.

26.3 This negotiated procedure shall be the exclusive procedure available to the union and the employees in the bargaining unit for resolving such grievances. Employees will not take grievances covered by this agreement to the AF Inspector General complaint system.

26.4 Appeal and grievance options. An aggrieved employee affected by a prohibited personnel practice under 2301(b)(1) or an action under 7116(d) of Title 7 of the CSRA or a removal, or reduction in grade based on unacceptable performance, or adverse action may, at their option, raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both. For the purpose of this section and pursuant to Section 7121(e)(1) of the Act, an employee shall be deemed to have exercised their option under this section only when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.

26.5 General provisions. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. Management and the union agree that every effort will be made by management and the aggrieved party(ies) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, their performance, or their loyalty or desirability to the organization.

a Official time . Official time during authorized working hours will be allowed to employee(s) and union representatives to discuss, prepare for, and investigate grievances and arbitrations. Official time will be authorized to present officially filed grievances or complaints and arbitrations, including attendance at meetings with management officials. An employee will inform their supervisor of their intent to consult with the union and the employee will contact the union office to set up an appointment. The employee will inform the supervisor of the time of the appointment. An employee with a grievance and their designated

union representative should be granted reasonable official time on the day the time is requested. If such official time is denied by either involved supervisor, a time should be established for the following day. If such official time is denied past this time by either involved supervisor the justification for the denial will be given to the grievant and their union representative, in writing. Such written denial will become a part of the grievance package and forwarded to higher deciding authorities. For each day the release is delayed an additional day will be added to established time elements. Union representatives and employees who use reasonable official time to discuss work related complaints, prepare for, investigate, and present grievances and arbitrations will use only the amount of official time that it takes to finish the task they are working on.

b. Time limits:

(1) All decisions will be made as promptly as possible at each level of consideration described herein. All time limits will be in calendar days. If the time limit ends on a non-workday, then the time is extended to the next workday.

(2) Informal discussions of complaints between the parties are encouraged to promote resolution; however, ongoing informal discussions shall not be used as justification to extend the time limits for filing a grievance under the negotiated procedures.

(3) Unless mutual agreement by the union president and the labor relations officer/designee is reached for extending the time limits set forth in all steps of the grievance procedure, the union may consider no decision within the allotted time an unfavorable decision and proceed to the next higher level. The grievance may be filed immediately following expiration of the appropriate time limit, but must be filed within ten calendar days of such expiration.

c. Representation. If a grievance is presented by the employee without union representation, the union steward will be notified and assured the right to be present, on official time, at all discussions between the parties. The union will be provided a copy of the grievance and all decisions.

d. Grievance coverage disputes. A grievance at Step 2 or above will be returned without action by management to the employee(s) (when not represented by the union), or to the union president, when the grievance is not timely filed or is excluded from coverage as stated in Article 26.2c. A returned grievance will include a brief explanation of why it was not processed in accordance with timeliness or the 26.2c exclusions.

26.6 Employee grievance procedures. An employee grievance must be directly personal to the grieving employee and be processed according to the following steps. All grievances must be in writing and submitted on the authorized form contained in this agreement. Unless otherwise agreed to by both parties, only the deciding official, one additional management official (if needed), the grievant, and the grievant's representative will be present at the grievance meeting. The additional management official will not be an official who has authority to subsequently adjudicate the grievance.

a. Step 1:

(1) A grievance must be submitted in writing on the authorized grievance form to the appropriate supervisor within thirty calendar days of the date of the action or occurrence giving rise to the grievance or reasonable awareness of such action or occurrence.

(2) Within ten calendar days after receiving the grievance, the appropriate supervisor will meet with the grievant and the union representative to discuss the grievance. The parties prior to the meeting, may mutually agree to subject matter experts at these meetings. Within seven calendar days after the meeting, the deciding official will render a decision to the grievant and the union representative.

b. Step 2:

(1) If the grievance is not settled at Step 1, the grievant, if not represented by the union, or the designated representative will within ten calendar days after a decision at Step 1, submit a copy of the original grievance and pertinent attachments to the Civilian Personnel Flight, Attn: 554 MSS/DPCE.

(2) Within five calendar days after receipt, management will forward the grievance to the appropriate commander/designee having authority to resolve the grievance.

(3) The appropriate commander/designee will meet with the designated steward and the aggrieved employee(s) within ten calendar days after receipt of the grievance.

(4) The appropriate commander/designee will provide a written decision to 554 MSS/DPCE for distribution to the union and the grievant within seven calendar days of the meeting with the grievant.

c. Step 3:

(1) If the grievance is not settled to the grievant's/union's satisfaction at Step 2, the grievant if not represented by the union, or the designated representative will within ten calendar days after a decision at Step 2, submit a copy of the original grievance and pertinent information through the Civilian Personnel Flight, Attn: 554 MSS/DPCE.

(2) Within five calendar days after receipt, management will assemble the grievance file and refer it to the appropriate commander/designee having authority to resolve the grievance.

(3) Within ten calendar days the appropriate commander/designee to whom the grievance is referred will meet with the grievant and representative.

(4) The appropriate commander/designee will provide a written decision to 554 MSS/DPCE for distribution to the union within seven calendar days of the meeting.

26.7 Grievances initiated by management or union.

a. Union grievance :

(1) The union will present a grievance in writing to the appropriate Wing/Group Commander through the Civilian Personnel Flight/designee, Attn: 554 MSS/DPCE within thirty calendar days after occurrence of the action or of the union's awareness of the action or incident being grieved. The grievance will contain:

- (a) The specific nature of the grievance, and
- (b) The corrective action desired.

(2) The union president and the appropriate commander/designee will meet within ten calendar days after receipt of the grievance to discuss the grievance. Both parties will be authorized one advisor in attendance at this meeting.

(3) The union president will be furnished a decision by the appropriate commander/designee within seven calendar days of the last meeting. The date for a decision may be extended by mutual agreement.

b. Management grievance:

(1) The appropriate commander/designee will present a grievance in writing to the union president within thirty calendar days after occurrence of the action or incident being grieved. The grievance will contain:

- (a) The specific nature of the grievance, and
- (b) The corrective action desired

(2) The appropriate commander/designee and the union president/designee will meet within ten calendar days after receipt of the grievance to discuss the grievance. Both parties are authorized one advisor in attendance at this meeting.

(3) The appropriate commander/designee will be furnished a decision by the union within seven calendar days of the last meeting. The date for a decision may be extended by mutual agreement.

26.8 Federal Mediation and Conciliation Service (FMCS)

a. Within ten calendar days of the date of any final decision on a grievance, either party may request the services of the Federal Mediation and Conciliation Service prior to invoking arbitration. The parties will meet with the mediator with the intent of resolving the grievance.

b. If either party refuses the mediator's suggestion for resolution of the grievance, then arbitration, if desired by either party, must be invoked within thirty calendar days from the date of the last meeting with the mediator.

26.9 Arbitration:

a. If a grievance is not resolved through the negotiated grievance procedure and the services of FMCS are not requested, then the aggrieved party may, within 30 calendar days of the final decision, or in absence of a final decision the day a decision was due, invoke arbitration by mailing to the Federal Mediation and Conciliation Service (FMCS), with a copy to the other party, the appropriate FMCS form requesting a panel of seven arbitrators. Within ten calendar days after receipt of such list, the parties shall meet to select an arbitrator. Representatives of the union and management shall alternately strike one arbitrator's name from the list of seven arbitrators until only one name remains. Initial striking shall be determined by chance. The remaining name shall be the duly selected arbitrator.

b. Issue for arbitration. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue(s) to be heard at the beginning of the hearing based only upon the submissions of the parties.

c. Date and site of arbitration. Upon notification through FMCS to the arbitrator of their selection, representative of management and the union shall jointly make arrangements for the hearing on a mutually acceptable date. The parties shall make every effort to schedule arbitration hearings within 30 calendar days of notification by the selected arbitrator of their availability. The arbitration shall take place at the installation where the employee works, unless otherwise mutually agreed. The arbitration shall be held in facilities provided by management or the union during the normal working hours.

d. Official time. The grievant, their union representative, the union president/designee, and witnesses who have direct knowledge of the circumstances and factors bearing on the case, shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to leave. Adjustment in shifts will normally be authorized for participation in arbitration hearings.

e. Witnesses. Each party will exchange their list of witnesses no later than I week before the scheduled arbitration.

f. Decision:

(1) The arbitrator will be requested to render their decision as soon as possible, but in any event, no later than thirty calendar days after conclusion of the hearing, unless both parties agree to extend the time limit.

(2) Copies of the arbitration award will be furnished to management and the union.

(3) The arbitrator's decision will be limited to the grievance presented. The arbitrator shall not change, modify, alter, delete, or add to the provisions of this agreement as such right is the prerogative of the contracting parties only.

(4) The arbitrator's decision is binding on both parties; however, either party may file exceptions to the award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

g. Cost. The total cost of the arbitration shall be borne equally by management and the union. These costs include such expenses as the arbitrator's fee and travel and per diem paid, not to exceed that authorized by applicable regulations. The cost of a shorthand reporter or transcript, where such is mutually agreed upon by both the parties prior to the hearing, or where required by the arbitrator, shall be shared equally by the parties. Absent mutual agreement, either party may unilaterally request that a transcript be prepared but the party requesting the transcript must bear all costs incurred in its preparation. However, any party subsequently requesting and receiving a PY of a transcript of an arbitration hearing must pay 50% of all costs incurred in the preparation of such transcript. If a cancellation fee is incurred, the party withdrawing from arbitration shall be responsible for the full cost of such cancellation fee unless the withdrawal is by virtue of a written settlement.

h. Attorney fees. The arbitrator has full authority to award attorney fees in accordance with the standards of the Civil Service Reform Act.

ARTICLE 27
DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER (DD/EFT)

27.1 Direct Deposit is the method by which payment for wages/salaries is made to employees at Nellis AFB. This method will assure the expeditious and secure processing of employee's pay to their financial institutions.

27.2 If waivers for non-participation in the Direct Deposit can be granted upon an individual request, employees may obtain a waiver if they qualify for such waiver.

ARTICLE 28
GUNSMOKE

28.1 Before employees are displaced by Gunsmoke, management will provide for the alternate location:

- a. Reasonable access to telephones
- b. All parts and tools necessary to complete all required work as practicable.

- c. Air-conditioned computer area
- d. Adequate lighting
- e. Adequate break area

28.2 Employees will not be displaced until absolutely necessary.

ARTICLE 29 FIREFIGHTERS

29.1 General provisions:

a. Purpose: This article covers those provisions that are unique to the Civilian Fire Department employees. They apply to all civilian firefighters at Nellis AFB and Indian Springs AFAF, except when noted otherwise.

b. Unless otherwise agreed to by the parties on a case by case basis, all provisions of the NFPA and its subsections and appropriate regulatory guidance will be complied with.

29.2 Physical examinations and fitness: Management will provide an annual physical examination in accordance with regulatory guidance. Also, the fitness program will be administered in accordance with regulatory guidance.

29.3 Safety: The union president/designee will be notified when a safety inspector conducts an inspection of any fire department facility and a union representative may accompany the inspector.

29.4 Safety equipment:

a. Management agrees to provide and maintain safety equipment that complies with NFPA standards and regulatory guidance.

b. Recognizing the ever increasing potential to exposure to hazardous materials, management will provide protective clothing. Any appropriate hazardous materials training provided by a qualified instructor will be in accordance with OSHA requirements.

29.5 Clothing and dress standards:

a. The appropriate uniforms are to be worn as follows:

1. All GS-081 firefighters will wear a uniform which provides a ready identification to the nature of fire protection work.

2. Management agrees to issue to new employees, or replace through wear and tear, uniform accessories in accordance with regulatory guidance.

3. All merit award emblems, safety awards, length of service awards, and EMT emblems may be worn if the employee so desires.

4. The uniform patch will be the patch issued by management.

b. Management agrees to provide an annual uniform allowance in accordance with maximum amounts established by appropriate regulatory guidance. A quarterly uniform allowance may be authorized on a case by case basis for those employees who are not expected to remain in the fire department for the full year the annual allowance would be payable or to those employees deemed to have financial hardships. Fire department personnel will not be required to submit receipts invoices or vouchers for uniform items replaced, unless required by appropriate directives.

c. The blue uniform dress shirt will be worn during:

1. Roll call

2. Official fire department ceremonies

3. When inside public buildings on official business (except during emergency responses)

4. By alarm room operator at all times.

d. The white dress shirt will be worn by inspectors.

e. While on duty, an employee will wear a white T-shirt or dark blue T-shirt with emblem as designated by management at any time the official blue or white dress uniform shirt is not required.

29.6 Facilities :

a. Management agrees to furnish and maintain adequate sleeping rooms with central heating and cooling systems to include adjustable vents and lighting. Management agrees to furnish dining facilities, recreational facilities, toilets, and one-stall bathing facilities. The furnishings for such facilities will be supplied and maintained by management and will include, but is not limited to, beds with bedding, cook stoves, dishwashers, refrigerators, dishes, utensils, comfortable furniture, televisions, and other recreational equipment. Employees will not be charged a surcharge when they use the base dining facilities while on duty.

b. Management agrees to provide laundry services and/or facilities in accordance with appropriate regulatory guidance. Bedspreads, pillows, and blankets will be cleaned on a monthly basis, or more often if needed. Management will provide a separate washer and dryer for physical fitness clothing.

c. Equipment such as heating and air conditioning which affects the health, comfort, and morale of the unit members should receive prompt repair and replacement when needed.

d. Management agrees to provide unit employees sufficient time to properly prepare meals the employee will consume that day, provided such activities do not interfere with employees duties.

e. Management agrees to allow the placement and use of a television in the Indian Springs alarm room. However, use of the television must not interfere with the alarm room duties and must not be disruptive to the remainder of the station.

f. Management will provide cable for both fire stations at no cost to the employee.

g. Each day during normal duty hours, if custodial services are provided, employees will not be required to perform the same services. However, employees are required to clean up after themselves. On days when custodial services are not provided, each shift will accomplish necessary cleaning so the on-coming shift will have an orderly fire department.

29.7 Civil disturbances:

a. Fire Protection Branch personnel will be utilized only in accordance with the applicable regulatory guidance covering civil disturbances.

b. Fire Protection Branch personnel will be provided necessary protection when sent into the area of a civil disturbance/job action.

29.8 Hours of work and place of duty:

a. Dependent upon the availability of personnel, management will normally give an employee two weeks' notice, in writing, of a permanent change in shift or scheduling of Kelly days. However, an employee may waive the two weeks' notice.

b. The basic tour of duty for firefighters, whose positions include a substantial amount of standby time, shall be 144 hours per pay period. Appropriate negotiations will be accomplished with the union concerning changes in shift time. Kelly days will be rotated at Indian Springs and remain the current set schedule at Nellis AFB. The chief or designee will be the approving authority for any exchanges or moving of Kelly days among the firefighters. The decision to disapprove exchanging or moving Kelly days will only be based on valid, not arbitrary or capricious reasons.

c. It is agreed that each 24-hour shift shall include eating and sleeping time, standby time, and actual hours of work. Actual work shall include, but not be limited to, inspection and preventive maintenance services on fire apparatus; fighting fires; inspection of buildings, structures, storage areas, and fire protection facilities; installing and maintaining fire extinguishers; emergency rescue standby in connection with aircraft activities; drills; classroom studies; and other regularly assigned duties.

d. Each 24-hour work period will normally consist of, but not be limited to, 8 hours of work, 8 hours of standby, and 8 hours of sleep time. Sleep time will not normally be interrupted, except for fighting fires, necessary training, emergencies, stand-bys, runway lighting operations, fire patrols and inspections, runway barrier changes, alarm room duty, and other necessary fire operations in support of the mission. Overtime will be paid in accordance with regulatory guidance.

e. Firefighters will not normally be rotated between Indian Springs AFAF and Nellis AFB, except for emergencies.

f. Lateral transfers between the fire departments at Nellis AFB and Indian Springs AFAF will normally be considered before considering outside sources.

29.9 Training:

a. Management agrees to use sound judgment when deciding the time and types of firefighter training. Special attention will be made to extreme weather conditions such as high or low temperature. Weather conditions such as extreme cold (40 degrees F and below) and heat (100 degrees F and above) will be considered before drills are conducted. Physical activities during these drills/training will not exceed regulatory guidance requirements. Normally all firefighters will be required to participate in the training program unless they are medically restricted.

b. Management agrees to provide unit members with adequate information concerning available fire fighting schools conducted by DoD, local, or outside agencies. If appropriate and necessary, every reasonable effort will be made by the management to send employees to such schools.

c. Management agrees to keep an adequate and current library on the science of firefighting and related fields that deal with firefighting.

ARTICLE 30 SMOKING POLICY

30.1 Purpose:

a. The parties recognize that smoking is a significant health hazard for smokers and non-smokers, but that the use of legal tobacco products is an employee right.

b. The purpose of this agreement is to ensure that, in implementing or enforcing a smoking policy, an equitable balance is maintained between the rights of non-smokers to a smoke free environment and those of smokers to smoke.

30.2 Protections for non-smokers. Management agrees to provide a smoke free environment for non-smokers and employees who choose to abstain from smoking.

30.3 Accommodations for smokers:

a. Management will provide a smoking cessation program. Employees who desire to participate shall be allowed to attend without charge to leave, and no cost will be incurred by employees. However, no employee will be coerced to enter such a program.

b. Supervisors will take into consideration the temporary stress and trauma on employees who are making an effort to quit.

c. Employees using tobacco products will not be required to submit to any examinations, enter any special programs, or be discriminated against in any fashion solely because of their use of tobacco products.

d. Employees who do not use tobacco products will not be subjected to any special or preferential treatment except with respect to this article.

e. Management agrees that in designated smoking areas, employee(s) may elect to smoke or not smoke without fear of penalty or reprisal. Each employee shall be protected in the exercise of such right.

30.4 Designation of smoking areas:

a. Each building where bargaining unit employees work will have at least one designated smoking area. Based upon available funds, the designated smoking area will provide tables and chairs and adequate protection from direct sunlight. Existing exterior design will be considered in providing designated smoking areas.

b. Smoking outdoors and outside a designated smoking area is allowable provided it is not done within a defined hazardous area and provided smokers dispose of the smoking material in a proper container so as to avoid littering.

c. Spittoons or any facsimile will not be permitted in any buildings.

30.5 Disciplinary action:

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a . Employees will not be punished for the use of tobacco unless the offense warrants disciplinary action in accordance with government law or regulatory guidance.

b Supervisors must exercise reasonable judgment in carrying out the smoking policy.

30.6 Dispute resolution. Disputes arising over this article shall be processed in accordance with the negotiated grievance procedure.

ARTICLE 31 PERFORMANCE MANAGEMENT PROGRAM

31.1 The purpose of this article is to provide a system for evaluating employees' performance based on criteria related to the employee's position while enhancing the efficiency of agency operations by motivating employees to perform their jobs effectively. The performance appraisal system and the parts that make up the system as applied to the bargaining unit employees will permit the accurate evaluation of job performance and will be fair, reasonable, equitable and job-related. The results of performance will be used as a basis for other personnel management actions such as training, promotions, rewards, reassignments, reduction-in-grade, retaining, and removing employees.

31.2 The performance plan should normally be reviewed with the employee at least quarterly during the reporting period, but at a minimum this review will be accomplished twice during the reporting period. This will be done more frequently if work performance does not meet standards, or the employee is given new tasks or assignments, and should be done if the employee's overall performance is less than the preceding year. The purpose of this review is to give the employee feedback, discuss job performance, and to assure the performance is current. Discussions concerning performance will be documented on the AF Form 971. The employee may make written comments in response to any review. A copy of the employee's response will be attached to the employee's AF Form 971.

31.3 At any time during the performance appraisal cycle that the employee's performance in one or more critical elements becomes less than fully successful the supervisor will initiate an opportunity period to give the employee a reasonable amount of time to demonstrate acceptable performance. The performance improvement period will be at least 45 calendar days. Upon determining the employee is performing at an unacceptable level, the supervisor shall meet with the employee and identify, in writing, the element(s) not properly performed, the minimum level of acceptable performance, and the manner which the employee can meet the performance standard. As appropriate, this written guidance shall outline assistance aids such as counseling, training and short-term specific actions to be accomplished within a set time limit. The employee will be given an opportunity to provide evidence of factors beyond the employee's control which may have caused the employee not to meet one or more critical elements. If the employee's performance continues to be unacceptable after the opportunity to improve period, the supervisor will take appropriate action to the extent consistent with appropriate regulatory guidance.

31.4 The overall performance rating will be the only item on the appraisal form that will be used to determine awards.

**ARTICLE 32
DRUG TESTING POLICY**

32.1 The parties agree that the establishment and administration of the drug testing program will be done in compliance with the U.S. Constitution, Federal Court decisions, the Air Force Drug Testing Plan, all applicable laws, rules, and regulations, and the terms of this agreement. The term "rule or regulation" shall mean those rules and regulations of authorities outside the agency, such as the Office of Personnel Management, the Department of Health and Human Services, and other government-wide regulations.

32.2 The union will be informed of the members of employees to be tested and the drugs tested for at each random computer listing.

32.3 The union will be given a list of the TDP positions that the random selection is accomplished from. New employee orientation will include information about the AF drug testing program and that violations of the program could lead to possible disciplinary actions.

32.4 If the employee desires a second, independent drug test performed, the employee must do so at their own expense and will be given liberal annual leave to submit a sample to a NIDA certified drug testing facility. It is best that the second sample be submitted the same day as the first. Therefore, management will make every reasonable effort to schedule drug testing during the first half of the work shift so that the employee will have sufficient time to submit a second sample that same day.

32.5 Employees have the right to union representation at any stage concerning drug testing, including, but not limited to, any meetings, or preparation for meetings, before, during or after the test is conducted, where permitted by laws, rules, or regulations (e.g. a meeting with the MRO).

32.6 No disciplinary action will be taken if the employee fails to appear due to circumstances beyond their control.

32.7 Transportation for tests will be provided by management if requested by the employee. Overtime compensation will be provided to employees for any authorized time involved in drug testing that extends beyond normal duty hours.

**ARTICLE 33
DURATION OF AGREEMENT**

33.1 This agreement will remain in full force and effect for three years from the date of approval by DCPMS.

33.2 Either party may give written notice to the other not more than ninety nor less than sixty days prior to the three-year expiration date, and each subsequent expiration date, for the purpose of renegotiating this agreement. The present agreement will remain in full force and effect during the renegotiation of said agreement and until such time as a new agreement is approved.

33.3 If neither party serves notice to renegotiate this agreement, the agreement shall be automatically renewed for three-year periods.

President
AFGE Local 1199

Major General, USAF
Commander

27 JUL 1995

27 JUL 1995

Date

Date

Approved by the Department of Defense on Aug 18, 1995 to be effective on Aug 18, 1995.
Approved by the Department of Defense on Jul 31, 1998.



A.F.G.E. Local # I 199

GRIEVANCE FORM

NAME OF EMPLOYEE		ORGANIZATION	DUTY PHONE
SUPERVISOR	DUTY PHONE	CONTROL #1	DATE SUBMITTED
DESIGNATED REPRESENTATIVE	DUTY PHONE.	DATE OF INCIDENT	

STATEMENT OF GRIEVANCE:

WHAT IS REMEDY REQUESTED TO RESOLVE GRIEVANCE

EMPLOYEE'S SIGNATURE	DATE SIGNED
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REPRESENTATION IS **HEREBY** SUBMITTED IN ACCORDANCE WITH TITLE 5 USC 7J 1-', ALSO 552S (PRIVACY ACT) AND SECTION 7111 (RIGHTS AND DUTIES OF AGENCIES AND LABOR ORGANIZATIONS)