Collective Bargaining Agreement

AUGUST 26, 2019

National Federation of Federal Employees and the Commander, 479th Flying Training Group, NAS Pensacola, Florida

Contents

Preamble

Congress finds that experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment and the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government. Therefore, labor organizations and collective bargaining in the civil service are in the public interest.

Pursuant to the policy set forth by the Civil Service Reform Act of 1978 regarding Federal Labor-Management Relations, the following articles of this Agreement constitute a total agreement by and between the 479th Flying Training Group, Pensacola Naval Air Station, Pensacola, FL, hereafter referred to as the Employer or Agency, and the National Federation of Federal Employees (NFFE), hereafter referred to as the Union, for the employees in the Bargaining Units described in Article 1, hereafter referred to as the Employees. The Union and the Employer will be jointly referred to as the Parties. The parties understand supplemental agreements and or amendments may be entered into during the term of this agreement.

This Agreement is entered into pursuant to the Certification of Representation dated May 19, 2011, which granted National Federation of Federal Employees-IAM, AFL-CIO exclusive representation rights within the 479th Flying Training Group, Pensacola Naval Air Station, Pensacola, FL as described by the Federal Labor Relations Authority (FLRA) in Case No. AT-RP-11-0006.

It is the intent and purpose of the parties to set forth a Basic Collective Bargaining Agreement which promotes the ethical and merit principles and a common understanding of expectations, personnel policies, procedures, practices and other conditions of employment. The resulting Agreement provides a means for further discussion or adjustment of these matters which facilitates the efficiency of the Government by providing methods for and encourages the amicable, informal/formal and expedient settlement of disputes and grievances involving conditions of employment.

The Parties agree to support, by their actions, all efforts to improve performance and processes, improve the efficient operations of the Government and to promote good will and collaborative relations among the Employer, Employees and the Union.

ARTICLE 1 Unit Designation

1. The Employer recognizes the Union as the exclusive representative of all Employees of the Bargaining Units in Section 2 below, in accordance with the provisions of the Federal Service Labor- Management Relations Statute and all other existing directives, for the purpose of negotiation, and the administration of this contract.

2. Included. All non-professional General Schedule Airplane Flight Instructor Pilots and Aircraft Operation Series Employees of the Department of the Air Force at the Naval Air Station in Pensacola, Florida.

3. Excluded. All professional employees, supervisors, management officials and employees described in 5 U.S.C. 7112(b)(2),(3),(4),(6),and (7).

ARTICLE 2 Duration and Changes

1. Duration. This Agreement shall remain in effect for a period of three (3) years. The effective date of this Agreement is the date of its approval by the head of the Agency (5 U.S.C. 7114 (c) (1), (2) and (3)) or on the 31st day after execution of this Agreement, if the Director of the Department of Civilian Personnel Advisory Services (DCPAS), has neither approved nor disapproved the Agreement. The three (3) year time period begins on the effective date, and the effective date serves as the anniversary date referred to in this Article.

2. Amendments. Supplemental agreements to this Agreement, negotiated subsequent to the signing of this Agreement, shall be accorded the same status as this Agreement. Supplemental agreements shall become effective on the date indicated in the Agreement. (See Article 11, Negotiations)

3. Reopening. This Agreement is subject to reopening in accordance with the rights provided by Federal Service Labor Management Relations Statute, when amendments are required because of enactment or amendment of laws, government-wide rules or regulations, or Executive Orders; and at other times upon mutual Agreement of the Parties. In the event that any provision of this Agreement shall be found or declared to be invalid by a court, or other authority, or by government regulation or decree, such decision(s) shall not invalidate the entire Agreement since it is the expressed intention of the Parties that all other provisions remain in effect for the duration of the Agreement.

4. Renewals. This Agreement shall automatically be extended for an additional one (1) year period on the third anniversary date of its approval, and for one (1) year periods thereafter, unless either Party gives written notice to the other, not more than ninety (90) days nor less than thirty (30) days prior to the anniversary date, of its intention to amend, renegotiate, or modify the Agreement. If such notice is given, the Agreement shall remain in effect until the changes have been negotiated and approved. If neither Party serves timely notice the Agreement shall be renewed for the additional one (1) year period(s).

5. Ground Rules for Renegotiation of the Collective Bargaining Agreement. The following ground rules establish procedures for renegotiating the (CBA) between the Parties.

a. **Bargaining Teams:**

(1) The Union and the Employer will determine the size of their respective bargaining teams. The Employer will approve official time for not more than four (4) bargaining unit employees designated by the Union to participate in collective bargaining. Pursuant to 5 U.S.C. §7131(a), the number of participants during bargaining sessions will be equal. The parties will identify members of their respective negotiation teams in writing. Both parties shall be allowed 2 SMEs from the different parts of the bargaining unit/agency as needed during negotiations. The employer will approve official time for 4 bargaining unit members plus SMEs as needed. The NFFE National Business Representative will participate in negotiations in addition to bargaining unit employees. The employer will approve official time for 4 bargaining unit members plus SMEs as needed IAW Article 9.

(2) Union and the Employer bargaining teams will contain those individuals who have the authority to sign an agreement for their respective organization subject to the approval of the Department of Defense, Civilian Personnel Advisory Services (Agency Head Review).

(3) The Union and the Employer will exchange a list of the full names and titles of their negotiating team and alternates 14 calendar days prior to the start of the initial negotiation session.

b. Bargaining Sessions:

(1) Negotiations will be conducted face-to-face in a suitable location on the Agency premises.

(2) Either party may call a caucus at any time without the consent of the other party. Caucus sessions will not exceed 15 minutes in duration. The party calling the caucus will remain in the negotiating room during the caucus (the other party will leave the room).

(3) All electronic devices will be placed on silence or vibrate. Negotiation team members may not record negotiations by any means other than individual hand-written notes.

(4) The Parties recognize Interest-Based Bargaining (IBB) techniques offer more flexibility than traditional bargaining tactics and oftentimes prevent a party from locking themselves into predetermined issues and bargaining position. IBB processes begin with understanding the problem and identifying the interests that motivate each side's issues and position. Therefore, the Parties agree to utilize IBB techniques to facilitate negotiating the CBA. Initial interests/proposals will be exchanged electronically not later than 21 days prior to the start of the first negotiation meeting. It is understood interests/proposals exchanged in this manner need not be discussed as to their meaning until face-to-face negotiations sessions begin. If either party desires to withdraw from this collaborative approach to negotiations, they may resort to traditional bargaining techniques after providing the other party a 24-hour written notice.

(5) Upon reaching agreement on any article, the parties, or their designee, will signify such agreement by initialing the approved article. However, no article operates as an independent unit, but is part of an entire agreement and agreement on any article is, therefore, tentative and dependent upon the agreement of the entire CBA. Approval of one part of an agreement may require the parties to review and amend the tentative agreement reached earlier on another section or article. After initialing an article, the article or substance of the article may not be renegotiated unless language that conflicts with another article or section of the contract exists.

(6) Either Party may have members of their respective bargaining team record minutes of the negotiations. However, it is agreed that recording devices will not be used, nor will verbatim transcripts, or minutes of the proceeding of any session be made unless specifically agreed to by the parties, or their designee. Minutes taken during negotiations by any team member are taken for that team member's own benefit and are not subject to the Freedom of Information Act (FOIA), 22 CFR 171, et seq.

(7) The agency will provide administrative support for the negotiations to project and edit proposals as necessary during the negotiation process. Hard copies of proposals agreed upon during a given negotiation session as well as edited proposals will be provided to the Parties at the end of each negotiation day. Except as provided herein, the Parties are responsible for providing their own clerical and other assistance at their own expense.

c. Date and Time of Negotiations:

(1) Negotiation sessions will commence no earlier than 21 calendar days after the initial exchange of interests/proposals.

(2) Negotiation sessions will be held from 9:00 a.m. to 3:00 p.m. three days per workweek, Tues-Thur (pending mission requirements), for one month. If additional negotiation sessions are required, the parties, or their designee, shall discuss during the last scheduled day of regular negotiation sessions to determine the date/time of additional sessions. The negotiation team will be authorized official time at the end of each negotiation where mission requirements allow.

(3) The parties will recognize the NFFE National Business Representative must travel from out-of-state to attend negotiations and will honor reasonable requests to schedule negotiations to facilitate this.

d. **Dispute Resolution:**

(1) If the parties are unable to reach agreement on any article, the article will be tabled and readdressed after all other articles have been agreed upon. In the event of impasse, either party may request assistance from the FMCS.

(2) If the parties are still at impasse after mediation with FMCS, either party may request, in writing, the assistance of the FSIP. No articles will be implemented until all PMCS and/or FSTP proceedings are complete.

6. Provisions of Law and Regulation.

a. It is the intent and purpose of the Employer and the Union to promote and improve the efficient administration of the Federal service and the well-being of Employees within the meaning of the Statute; to establish a basic understanding relative to personnel policies, practices, procedures, and matters affecting conditions of employment; and to provide means for amicable discussion and adjustment of matters of mutual interest in the 479th FTG.

b. In the administration of all matters covered by this Agreement, the Employer and Employees are governed by existing and future laws and the regulations of appropriate authorities, including policies set forth in the Code of Federal Regulation (CFR); by published policies and regulations of the Department of Defense (DoD), and the Department of the Air Force (DAF) in existence at the time this Agreement is approved; and by subsequently.

7. Definitions: For the purposes of this agreement, the following definitions apply, unless indicated otherwise:

a. **Service Computation Date (SCD):** SCD Arrival Date – The date an employee was hired into federal service

b. Days: calendar days

ARTICLE 3 Employee Rights

1. Union Membership. Each Employee shall have the right to form, join, and assist any labor organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right. Except as otherwise provided, such rights include the right to:

a. act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and

b. engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees.

Nothing in this Agreement shall abrogate any Employee right provided for by law or Government- wide regulation. An Employee shall not be disciplined or otherwise discriminated against because he or she has exercised rights of appeal or redress under any available forum or procedure. Union membership shall not be discouraged nor encouraged by the Employer.

2. Outside Activities. Employees are permitted to engage in outside work and activities to the extent that they do not prevent Employees from performing their assigned duties in a satisfactory manner; complying with standards of conduct of Federal Employees; adhering to applicable laws, and government-wide regulations and policies.

3. Employees have the right to refrain from investing money, donating to charity or participating in uncompensated activities, meetings or undertakings not related to the performance of official duties. Employees may volunteer to participate in activities sponsored or supported by the Agency, but are under no obligation to do so.

4. Employees have the right to their privacy during off-duty hours. Employee conduct during off- duty hours will not be used against them in the evaluation of performance or other adverse actions, unless there is a nexus between the Employee's official position and the activity or such activity adversely reflects on the integrity of the Government, the Agency.

5. Weingarten Rights. Employees have the right to a Union representative when they are being examined by any representative of the Employer as part of an investigation when they reasonably believe that the examination may result in disciplinary action against them. Employees must request a representative and may do so at any time prior to or during the investigation or examination.

a. The Parties agree that notification of Weingarten Rights will be posted on bulletin boards where employee information is normally posted.

b. The Agency shall notify Employees by email not less than annually during the month of January of rights assured by Weingarten. The Union may also notify employees of these rights.

6. Employee Access to Information. Employees have a right to access information pertaining to conditions of employment such as laws, rules and regulations published by the Office of Personnel Management, the Agency etc. These publications are available for Employee review online. Mission permitting, employees may use reasonable amount of duty time, for reading, printing such laws, rules and regulations published by the Office of Personnel Management, the Agency etc. Employees will be permitted to obtain a reasonable number of copies as necessary without cost, as supplies permit.

7. Nondiscrimination. Employees have the right to work in an environment that is free from discrimination by the Employer, on the basis of race, color, creed, religion, sex, national origin, age, marital status, sexual orientation, physical or mental disabling conditions, political affiliation or Union membership.

8. Employees will be informed by the Employer to the greatest extent possible of policies affecting them and their conditions of employment. The Employer will communicate what is expected of Employees in terms of their performance, conduct, and work relationships with co-workers.

9. Employees shall not be given warnings, be counseled, have performance reviews or similar meetings except in a setting that protects confidentiality.

10. Every individual has the right to be treated fairly and equitably that is normal in an employer- employee relationship.

11. This Agreement does not prevent any Employee, regardless of labor organization or membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or agency policies, or from choosing his or her own representative in a statutory appeal action other than the negotiated grievance procedures contained in this Agreement.

12. Employees have the right as an individual to petition any Congressional Member, or to furnish information to either house of Congress or Member of Committee. Employees can contact the Union or member(s) of Congress or the Employer for the status of any bills or other legislative action.

13. Employees are responsible for personal compliance with regulations, policies, and procedures governing safety, security, discipline, job performance, productivity, and other conditions of employment. The Employer is responsible for assuring that employees are properly trained and informed of these requirements and standards of performance and conduct. Training will be properly documented.

ARTICLE 4 Employer Rights

1. Employer's Retained Rights. In accordance with 5 U.S.C., the Employer retains the right:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency and activity, and;

b. In accordance with applicable laws:

(1) 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;

(2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

(3) with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion; or any other appropriate source;

(4) to take whatever actions may be necessary to carry out the agency mission during emergencies; and

(5) to determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

2. Nothing in this section shall preclude the Employer and the Union from negotiating:

a. at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

b. procedures which management officials of the agency will observe in exercising any authority under this section; or

c. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by the Employer.

ARTICLE 5 Union Rights and Representation

1. Exclusive Representation. In accordance with the applicable provisions of the Federal Service Labor/Management Relations Statute, the Union has been recognized as the exclusive representative of the employees included in the bargaining units described in Article 1 Unit Designation.

2. Unit Designations. The level at which the Union holds exclusive representation is the United States Air Force, Pensacola Naval Air Station, Pensacola, FL in accordance with statute and FLRA certification. The Union has the right to act for and to negotiate Agreements concerning the Employees in the bargaining unit in accordance with the governing laws, rules, regulations and the provisions and procedures of this Agreement. The Union is responsible for representing the interests of all bargaining unit Employees in accordance with applicable laws, rules, and regulations.

3. Investigatory Representation. Upon the election of a bargaining unit Employee to exercise his/her Weingarten rights, the Union shall be afforded reasonable notice of and the opportunity to provide a representative for investigatory interviews. Management will make every effort to accommodate such requests.

4. Formal Discussions. The Employer will give the Union President reasonable advance notice, of all formal discussions so that the Union may provide representation. The Union representative may actively participate and present the views of the Union during the discussions.

a. A formal discussion is any meeting between one or more representatives of the Agency and one or more bargaining unit Employees concerning any grievance or any personnel policy or practices or other general conditions of employment.

5. Complaints and Grievances. The Union has the exclusive right to represent an employee, a group of employees or itself in presenting a grievance. An Employee or a group of Employees may choose to present a grievance personally, without Union representation. The Union has sole discretion to choose its representative and/or to approve a representative chosen by an Employee(s). When an Employee(s) personally presents a grievance in accordance with Article 6 Grievance Procedure, the Union will be notified of and given an opportunity to attend any meetings to present, discuss, or resolve the grievance, and upon request, will be provided with any written responses, agreements, or settlements.

a. Only the Union or the Employer may invoke arbitration.

b. Nothing in this Article or Agreement shall preclude an Employee from exercising his/her right to a representative of his/her own choosing when exercising a right to a statutory appeal other than a grievance under Article 6 Grievance Procedure.

6. Protection for Employees. There will be no restraint, coercion or discrimination against any Union official because of the performance of duties in consonance with this Agreement and the Civil Service Reform Act of 1978 or against any Employee for exercising any right under this Agreement, the Act, or applicable government-wide regulations such as filing a complaint or acting as a witness.

7. National Recognition. For the purpose of administration of this Agreement, Management agrees to recognize representatives of the NFFE National Office in lieu of or in addition to Local officials. NFFE National Representatives and other Union staff members shall be admitted to the 479th FTG, subject to security and safety regulations. Courtesy notification of the visit will be provided to the 479th FTG Commander or designee by Union officials. National Representatives will be escorted by a local Union representative while on the premises.

8. Officials and Stewards. The Union agrees to provide a listing of all officials and stewards on an annual basis during the month of January, and to provide updated information as changes occur. Official

time granted to the Union will be granted in accordance with the provisions of this Agreement. Specific information regarding the use of official time can be found in Article 9 Official Time.

9. Committees. The Union may appoint a representative to Employee related committees that exist or are created that address working conditions of bargaining unit Employees, such as safety and health, EEO, space, etc. The Union reserves the right to negotiate any changes in conditions of employment resulting from these committees regardless of whether the Union appoints a committee member.

10. Union-Sponsored Labor Relations Training:

a. The Parties agree that a bank of hours of official time will be made available to the Local each year to enable Union officials to attend Union-sponsored training. The Parties agree that all training will include emphasis on such things as developing statutory and technical knowledge, mediation skills, interest based negotiation skills, conflict resolution techniques, contract language intent, partnership development, and steward training, as well as like-type sessions that are mutually beneficial to the Parties in promoting effective Labor-Management relations. Training on internal Union administrative items is not appropriate for official time. A bank of hours will be 240 hours each calendar year.

b. This bank of time is exclusive of any official time for training that is provided by some other provision of this Agreement. The Union agrees that training should be distributed among Union officials in an efficient manner and that each official will not normally receive more than 40 hours of training per year. The Union shall submit requests for official time to the Labor Relations Officer and first line supervisor (approval authority) normally at least 15 days in advance of the training date. Such requests must include information concerning the content and schedule of such training. Such requests must also include names and duty locations of employees whose attendance is desired. The number of hours in a local unit's bank may be increased by mutual agreement of both Parties.

11. Travel. Travel and Per Diem are not entitlements under 5 USC Chapter 71. However, the Parties agree to the following provisions for payment of travel and per diem:

a. Employees who are performing representational functions as specified in Article 9 Official Time paragraph 1(a) and are the designated Union representatives under paragraph 1 above will be paid travel and per diem.

b. Travel will be requested and approved prior to its commencement pursuant to applicable governing requirements (that is, Federal Travel Regulations). Excluded are travel expenses and per diem for State, regional, or national NFFE conventions. Travel time will not be subtracted from the bank of hours available for this training.

12. Jointly Sponsored Training. The Parties see value and share a mutual interest in conducting jointly sponsored training on topics relevant to the efficient and effective administration of the Agreement or to develop a common understanding of the agreement. When the Parties agree to do jointly sponsored training, they will put their agreement in writing. The bank of hours referred to in 10a and b above shall not be used for Jointly Sponsored Training developed by the Parties.

13. Bargaining Unit Information. On a quarterly basis, the Agency will provide a current listing of BUEs to the Union in a excel spreadsheet with the following information: Employee name, pay plan, series and grade, duty title, FLSA code, duty station and office symbol.

ARTICLE 6 Grievance Procedure

1. The purpose of this agreement is to provide a procedure for the consideration and resolution of grievances. The procedure as stated herein will be the exclusive procedure available to the Union, the Employer and employees for resolving grievances.

Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by the Employer and the aggrieved party(ies) to settle grievances at the lowest possible level.

2. A grievance may be undertaken by the Union, Employer, an employee or group of employees. Only the Union or representatives approved by the Union may represent employees in such grievances.

However, any employee or group of employees may personally present a grievance and have it adjudicated without representation by the Union, provided that the Union is given the opportunity to be present at all discussions related to the grievance between the grievant(s) and the Employer and be provided with copies of all correspondence/data relating to the grievance that is provided to the employee.

In exercising their rights to present a grievance, employees and Union representatives will be free from restraint, coercion, discrimination or reprisal.

3. A grievance is defined as any complaint:

a. By any bargaining unit employee concerning any matter relating to the employment of the employee;

b. By the Union concerning any matter relating to the employment of any bargaining unit employee; or

c. By any bargaining unit employee, Union, or the Employer concerning:

(1) The effect or interpretation, or a claim of breach of this Agreement, or

(2) Any claimed violation, misrepresentation, or misapplication of any law, rule, or regulation affecting conditions of employment.

4. Excluded from coverage under this grievance procedure are matters concerning:

a. Any claimed violation related to prohibited political activities;

b. Retirement, life insurance or health insurance;

c. Suspension or removal for national security reasons under Section 7532 of the Statute;

d. Any examination, certification or appointment

e. The classification of any position which does not result in the reduction in grade or pay of an employee;

f. Termination of an employee during the probationary or trial period;

g. Non-selection for promotion from a group of properly ranked and certified candidates;

h. Any proposed actions under 5 U.S.C. §7512 or 4303 (action taken under 5 U.S.C §7512 OR 4303 may be grieved) unless procedure errors occur in the proposal phase; and

i. Reduction-in-force actions.

5. Filing a grievance constitutes an election of forum. If the grievance forum is selected, then generally a complaint may not be filed on the same issue/same theory in the forums identified below.

a. For those matters that are grievable, this procedure shall be the exclusive procedure for the parties and employees. However, nothing in this section shall prevent employees from electing instead to exercise their statutory rights to:

(1) File a formal Equal Employment Opportunity complaint.

(2) Appeal adverse actions (5 U.S.C. 7512) or actions for unacceptable performance (5 U.S.C. 4303) to the MSPB.

(3) File an unfair labor practice charge with the Federal Labor Relations Authority.

b. If an agency listed above determines that they have jurisdiction to hear an appeal or complaint of an employee who filed a grievance in writing on the same issue, the grievance will be cancelled.

c. Nothing in this article shall prevent an employee from filing a complaint with Office of Special Counsel.

6. An employee and his/her Union representative will be given a reasonable amount of official time without loss of pay or charge to leave for the purpose of filing the grievance at each of the steps of the procedure including arbitration.

7. In the event either party should declare a complaint non-grievable or non-arbitrable in writing, the original complaint will be considered amended to include the determination of this issue. The grievability/arbitrability issue will be decided as a threshold issue when the grievance reaches arbitration prior to the consideration of any other issues by the arbitrator.

8. Unless mutual agreement is reached for extending time limits, failure to meet the specified time limits will result in the following:

a. If the Employer fails to respond within the required time limits, the grievance may be advanced to the next step in the procedure and the Employer will be responsible for arbitration cost.

b. If the grievant fails to meet the time limits at any step of the procedure, the grievance may be dismissed without further consideration. The grievant may further receive a written explanation of the determination to dismiss the grievance.

9. Employees may grieve actions effected under 5 U.S.C §7512 (adverse actions such as removals, suspensions for more than 14 days, reduction in pay or grade, etc.) or 5 U.S.C. §4303 (actions based on performance such as reduction of grade or removal for unacceptable performance) by filing a grievance **within 30 days** under this procedure or they may file an appeal to the Merit Systems Protection Board **within 30 calendar days of the effective date of the decision**, but not both. The filing of appeal to the MSPB, or a grievance under this procedure, prevents the employee from using the alternative procedure described in Section 13. All grievances under 5 U.S.C. §7512 and 5 U.S.C. §4303 will be initiated at Step 2 of the grievance procedure.

10. Step 1 grievances should be initiated at the squadron level unless the squadron commander is the direct supervisor of the employee presenting the grievance in which case the Step 1 grievance will begin at the next level of supervision in the chain of command.

11. The parties agree that it is mutually beneficial to resolve labor/management disputes at the lowest possible level, with the least impact to the mission. An employee or group of employees, wishing to initiate a grievance may proceed as follows:

INFORMAL:

The employee and/or their representative, are encouraged to meet to discuss their grievance with their immediate supervisor, specifically state the nature of their grievance and what provision of the agreement (if applicable) and the corrective action desired. Both parties are encouraged to document discussions. If there is no resolution within (15) calendar days, the employee or their representative may proceed to the formal process, STEP 1.

STEP 1 (FORMAL):

The formal grievance shall be submitted in writing to the squadron commander or designee, with the servicing labor relations office courtesy copied, within 30 calendar days after the alleged violation occurred or the grievant learned of the occurrence, whichever comes later. The STEP 1 grievance will identify the specific article violation, and the remedy sought. The responding official will render the decision within 30 calendar days. Rationales for grievance decisions will be provided commensurate with the issues framed in a grievance. Timelines may be extended upon request by either party prior to the expiration date of the STEP 1 grievance. When a timeline elapses without a request for an extension, the grievance may be elevated to the next step.

STEP 2:

The appeal of the STEP 1 decision shall be submitted in writing to the group commander or designee, with the servicing labor relations office courtesy copied, within 30 calendar days following the decision at STEP 1. The responding official will review the grievance and render the decision in writing within 30 calendar days. Rationales for grievance decisions will be provided commensurate with the issues framed in a grievance. Timelines may be extended upon request by either party prior to the expiration date of the STEP 2 grievance. When a timeline elapses without a request for an extension, the union may request arbitration.

12. Grievances initiated by the **Employer or the Union** will be processed in accordance with the following:

The Union or Employer will present the grievance in writing to the Group Commander or Union President within 30 days after the occurrence of the action or incident being grieved or becoming aware of the action or incident.

The written grievance will contain:

a. The nature of the grievance;

b. The corrective action desired.

The parties may meet within 10 days after receipt of the grievance to discuss the grievance and resolutions. The party filing the grievance will be furnished a written decision by the responding official not later than 30 days from the date the grievance was received. If dissatisfied with the decision, the grieving

party may request arbitration.

13. Grievance Mediation. The parties agree to implement a grievance mediation option. This option is available only where the Union is serving as the employee representative. Either a mutually agreed to mediator or a Federal Mediation and Conciliation Service (FMCS) Commissioner assigned by FMCS will act as a mediator in grievance procedure.

The parties agree that grievance mediation may be an effective method of resolving grievances efficiently and economically by using the services of an objective third party to help the parties gain mutually acceptable grievance resolutions. The parties agree to the following as governing procedures for the grievance mediation process.

a. Grievance mediation may occur in each grievance step providing:

(1) Either party requests mediation in writing.

(2) The other party agrees to mediation, although it is understood that a supervisor will generally participate in mediation if requested by the employee(s).

b. Coverage:

(1) All matters subject to the grievance procedure are appropriate for inclusion in the grievance mediation process.

(2) In the case of disciplinary action, grievance mediation may be invoked as an intermediary step between the decision of the deciding official and before arbitration, if arbitration has been invoked.

c. Requesting Mediation: While the mediator shall have no authority to impose a resolution on the grievance, either or both parties may request that the mediator suggest a resolution(s) or offer a recommendation(s) to the parties. The mediator will have the authority to meet separately with either party.

d. Proceedings:

(1) The grievant **or his/her representative** will request mediation in writing.

(2) Proceedings before the mediator will be informal. Rules of evidence shall not apply. No record of the meetings shall be made.

(3) The parties may present a brief statement to the mediator stating the facts, the issue, and providing arguments in support of their positions at the beginning of the mediation conference.

(4) The grievant is entitled to be present at the grievance mediation conference. e.

Records:

(1) Those employees and supervisors who were successful and reached a resolution of the grievance will develop a written settlement agreement.

(2) Contractual time limits shall be waived or extended to permit grievances to proceed to either the next step or arbitration, as appropriate, should mediation be unsuccessful.

(3) An employee who agrees to utilize mediation does not waive his/her right to continue to process the grievance once the mediation phase is completed.

e. Termination of Mediation:

(1) Either party may terminate the mediation at any time during the process.

(2) The parties cannot be forced to reach agreement. If the employee is not satisfied with the mediation results, he/she may proceed with the next step of the grievance procedure.

(3) **Step 2 grievances** not resolved through grievance mediation may proceed to arbitration. Any arbitration proceeding will be held as if grievance mediation had not occurred. Nothing said or done by the parties or the mediator during the grievance mediation session may be used or referred to during the arbitration proceedings.

(4) Any materials presented to the mediator shall be returned to the party presenting the materials at the termination of the mediation conference.

ARTICLE 7 Arbitration

1. Introduction. If the decision on a grievance processed under the negotiated grievance procedure is not acceptable, the issue may be submitted to arbitration. For simple, non-precedential cases in which the facts are not in dispute, the parties may agree to use an expedited process as described in Section 10 of this Article. The invoking party is encouraged to discuss using expedited arbitration with the responding party prior to invoking arbitration, so that an appropriate list of arbitrators can be obtained.

2. Process for Invoking Arbitration of a Grievance:

a. Prior to invoking arbitration, the invoking party will submit a request to the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) for a list of seven impartial persons qualified to act as arbitrator.

b. The notice invoking arbitration must be in writing, signed by a Business Representative of the National Federation of Federal Employees (NFFE) or the Local Union President, or the appropriate Management official, and submitted to the other party within 28 days following issuance of the final grievance decision. If a final grievance decision is not received within the established timeframe per Article 8, then the 28-day timeframe to invoke arbitration begins the day after the final grievance decision was due. Invocation of arbitration notice will include a copy of the list of arbitrators or copy of the request for a list of arbitrators of FMCS- or AAA-certified arbitrators. Failure to invoke arbitration within the 28 days will result in termination of the grievance.

c. After arbitration is invoked, the parties may mutually agree to use a dispute resolution process. Use of the dispute resolution process does not suspend any of the timeframes in this article unless mutually agreed by the parties.

d. The party invoking arbitration may opt to postpone the arbitration hearing date if that party has filed an Unfair Labor Practice (ULP) charge alleging information relevant to the case has been withheld until the Federal Labor Relations Authority (FLRA) has rendered its decision.

3. Where there are a number of grievances concerning the same issue, the parties will review the issue and may mutually agree to combine the grievances for a single decision on all the cases by the arbitrator.

4. Selecting the Arbitrator. Unless otherwise agreed, the following process will be used:

a. Within 21 days after receipt of the list of arbitrators, Management and the Union shall confer to select an arbitrator. If either party fails to participate in the selection process, the other party will make a selection of the arbitrator from the list.

b. If the parties cannot agree on an arbitrator from the list, each party shall strike one name in turn from the list. The determination of which party shall strike first from the list will be determined by the flip of a coin. After each party has struck three names from the list, the remaining person shall serve as the arbitrator.

5. Submissions:

a. The parties are encouraged to jointly frame the issue(s) prior to the start of the arbitration hearing.

b. If the parties cannot agree on a joint statement of the issues, they will submit separate statements to each other and to the arbitrator. The arbitrator will decide the issues to be heard on this basis.

6. Arbitration Process:

a. If the parties do not agree to expedited arbitration, a formal hearing shall be held.

b. The representatives will be identified as soon as possible to each other prior to the hearing.

c. The parties agree to exchange witness lists and/or information that is germane to the case with each other prior to the arbitration through a designated official. This period of exchanging witness lists and requesting information will end 14 days prior to the arbitration date. Information germane to the case will be furnished to the parties no later than 10 days prior to the arbitration hearing. Questions raised as to whether a witness is necessary or information is germane will be resolved by the arbitrator.

d. Upon selection of the arbitrator in a particular case, the respective representatives for the parties will communicate jointly with the arbitrator and each other in order to select a mutually agreeable date for the arbitration hearing. The parties will endeavor to schedule the hearing within 45 days after arbitration is invoked. If the parties are unable to mutually agree and schedule a hearing date within 45 days, the arbitrator will select a date.

e. If the arbitrator is not available within the time frame, the parties shall agree either to extend the time frame or select a different arbitrator.

f. All communications with the arbitrator will include the other party unless otherwise mutually agreed.

g. The arbitrator will be requested to render the decision and remedy to the parties as quickly as possible, but, in any event, no later than 30 days after the conclusion of the process as described above unless the parties otherwise agree.

h. The arbitrator's decision shall be final and binding; unless an exception is filed with the FLRA or judicial review is sought. If no exception/review is filed, the arbitrator's decision and remedy will be implemented.

i. The intent of the parties is for all participants to act within the time limits allowed within this article. However, time limits in this article may be extended by mutual consent.

7. Authority:

a. The arbitrator's authority is limited to the adjudication of issues that were raised in the grievance procedure or pursuant to Section 9. The arbitrator shall not have authority to add to, subtract from, or modify any of the terms of this Agreement, or any supplement thereto.

b. In considering grievances concerning actions based on unacceptable performance and adverse actions appealable to the Merit Systems Protection Board (MSPB), the arbitrator shall be governed by 5 U.S.C. 7701 (c)(1) and, to the extent applicable, by the precedential decisions of MSPB.

c. The arbitrator shall have the authority to require the parties to produce information to the extent allowed by statute, law, and/or regulation.

8. Fees and Expenses:

a. The cost of arbitration, including panel request fees and arbitrator's fees and expenses, shall be borne 50% per party.

b. The cost of arbitration expenses for threshold or enforcement issues will be paid 50% per party in each proceeding.

c. If a clarification of an arbitrator's decision is necessary, the requesting party will pay for the additional arbitration fees and expenses. The arbitrator will be requested to complete the clarification within 30 days. If jointly requested, the costs will be shared.

d. An employee, who is found to have been affected by an unjustified or unwarranted personnel action that has resulted in the withdrawal or reduction of all or part of the pay, allowances, or differentials of the employee, is entitled, on correction of the personnel action, to receive reasonable attorney fees related to the personnel action, awarded in accordance with standards established under Section 7701(g) of Chapter 71, Title 5, of the United States Code (5 U.S.C. 7701(g)).

e. The arbitration hearing will be held, if possible, on Management's premises and during the regular day-shift hours unless mutually agreed otherwise.

f. Absent an emergency or other special circumstance, the grievant and any employee called as a witness, under subsection 6.c, will be released from duty to the extent necessary to participate in the scheduled official proceedings. Their participation will be on official time and with travel expenses as authorized in agency travel regulations. If Management determines that the grievant or an employee called as a necessary witness cannot be released to participate at the scheduled time, Management will notify the Arbitrator and the Union as soon as practical and explain why the employee(s) must be withheld from participating and when Management expects to be able to make the employee(s) available. The parties shall defer to any ruling by the Arbitrator as to how to resolve the issue. If Management determines that the grievant or an employee called as a witness cannot be released at the scheduled time, Management will be considered to have raised the issue, and subsection 8.i below will apply.

g. The designated Union representative for the arbitration employed by the Agency will be entitled to official time, travel, and per diem expenses.

h. Employee participants on shifts other than the regular day shift will be temporarily placed on the regular day shift for the pay period(s) of the hearing in which they are involved.

i. If threshold or other issues are raised later than the arbitrator's cancellation date, then the party raising the issue shall be responsible for the costs incurred to reschedule the arbitration on the merits of the grievance unless mutually agreed otherwise by the parties.

j. Transcripts: The cost of a transcript, requested by one party for its exclusive use and not shared, shall be borne by the requesting party. If it is mutually agreed to request a transcript, the cost will be borne equally.

9. Grievability/Arbitrability/Timeliness Threshold Determinations:

a. The Parties agree that threshold issues should be raised as soon as possible, preferably during the grievance process. If not previously raised during the grievance process, the parties will raise threshold issues by submission of a written statement of the issue, including any supporting documentation, to the other party. If the parties are unable to resolve the issue, the party raising the issue may submit it to arbitration. The arbitrator to whom the issue is submitted shall have the authority to settle the threshold issue.

b. Threshold questions shall be resolved and decided by a separate arbitration prior to the hearing on the merits of the grievance. If requested by either party, the threshold issue will be decided by an arbitrator different from the one selected to hear the merits of the case.

10. Expedited Arbitration. In an effort to reduce time and expenses of some grievance arbitrations, the parties may agree to expedited procedures that may be appropriate in certain non-precedential cases or those that do not involve complex or unique issues. Expedited arbitration is intended to be a mutually agreed upon process whereby arbitrator appointments, hearings, and awards are acted upon quickly by the parties and the arbitrators. The process is streamlined by mandating short deadlines and eliminating requirements for transcripts, briefs, and lengthy opinions. The parties may elect to use the expedited processes of FMCS, AAA, or any of the procedures described below:

a. A stipulation of facts to the arbitrator can be used when both parties agree to the facts at issue and a hearing would serve no purpose. In this case, data, documentation, etc., are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.

b. An arbitrator inquiry may be used to expedite the resolution of the grievance. In this case, the arbitrator would make such inquiries as he or she deemed necessary, prepare a brief summary of the facts, and render an on-the-spot decision with a summary opinion. The parties may mutually agree to eliminate the summary opinion.

c. Mini-arbitration: In this case, an oral hearing will be held. The arbitrator will prepare a brief summary of the facts and render a decision with a summary opinion. The parties may mutually agree to eliminate the summary opinion.

d. Mediation-Arbitration: The parties may mutually agree to a certified AAA or FMCS arbitrator who will use a mediation-arbitration process to determine the outcome of the case.

11. Exceptions and Appeals. The procedure for judicial review of an arbitrator's award is established solely by Federal Statute: 5 U.S.C. Sections 7121 and 7122. Nothing in this article is intended to modify the rights and procedures provided by these and other Statutes:

a. Either Party to arbitration may file with the FLRA an exception to an arbitrator's award. Exceptions must be filed within the 30 day period beginning on the date the award is served on the Party. If exceptions are not timely filed, the award shall be final and binding.

b. In actions which could have been brought before the Merit Systems Protection Board (MSPB), either Party may as appropriate seek Federal judicial review. A petition to review the arbitrator's award must be filed with the United States Court of Appeals for the Federal Circuit within 30 days after the date the petitioner received notice of the final arbitration award.

12. Implementation of Arbitration awards. To facilitate implementation of the Award, the arbitrator who heard the threshold issues and/or merits of the case will retain jurisdiction until the Award is implemented. Arbitration Awards will be implemented as soon as possible following the final decision. A decision is not considered final until all exceptions, if any, are resolved.

ARTICLE 8 Drug and Alcohol Testing Programs

1. The Policy related to Drug and Alcohol testing is contained in AFMAN 44-198, and any applicable superseding directives.

2. The only method of testing for illicit drug use shall be by urinalysis.

3. The agency shall have three testing types:

a. Tentative selectee (New Hires)

b. Random testing of employees in Testing Designated Positions (TDP)

c. Reasonable Suspicion Testing

4. Test Designated Positions (TDP): The Parties recognize that test designated positions periodically change. As such, they agree to periodically revisit the list of positions and may enter into agreement as to the inclusion/exclusion of positions.

5. All specimens will be tested for evidence of consumption of drugs approved for testing by the Department of Health and Human Services (DHHS). If a reasonable suspicion test, post-accident or unsafe practice testing the Agency may test for any drug listed in Schedule I or II of the Controlled Substance Act.

6. The Agency will provide to the employees training and education materials via websites, face to face training, and Employee Assistance Program (EAP) as appropriate. Training will include provisions for requesting safe harbor.

7. The Union may verify the process used by the Agency is random for selecting employees for drug testing this includes examining the algorithms and determining no person(s) can influence the selection of individuals or group(s) and that the selection system can be audited.

8. Safe Haven:

a. Employees will receive training on requesting safe haven. They may direct any questions regarding safe haven to the servicing Civilian Personnel Office (CPO) or Drug Demand Reduction (DDR).

b. Any employee may request safe haven if they believe they have a drug use problem.

c. Employees who self- identify that they may have a drug use problem will not be subject to disciplinary action(s) for past use. Employees must:

(1) Voluntarily identify their self as a user of illicit drugs prior to being notified of the requirement to provide a specimen for testing or being identified through other means (i.e. drug testing, investigation, etc.);

(2) Obtain and cooperate with the appropriate counseling and / or rehabilitation (see 10 below);

(3) Agrees to and signs a last chance or statement of agreement; and

(4) Thereafter refrain from illicit drug use

9. Employees may have Union representation.

10. Employees shall be offered rehabilitation that have been identified as testing positive for illicit drug use as verified by a Medical Review Officer (MRO). The objective of the rehabilitation will be to eliminate the substance abuse and restore the employees to their work area.

a. The employee will have an initial assessment and referral appointment at no-cost to the employees through the EAP or Alcohol Drug Abuse Prevention and Treatment (ADAPT) Program.

b. The employee may use up to three (3) hours of administrative leave or duty time during the initial assessment and referral appointment.

c. Follow up counseling beyond the initial assessment and referral appointment are at the employee's expense.

d. The use of sick leave, as well as other types of leave, is appropriate for use during the rehabilitation.

e. The employee will be returned to after successful completion of the treatment. The employee may be returned to a TDP, including the TDP formerly occupied by the employee, if the employee's return would not endanger health, safety or national security.

11. Reasonable Suspicion Testing:

a. Reasonable suspicion is a specific and fact-based belief that an employee has engaged in illicit drug use, and that evidence of illicit drug use is presently in the employee's body, drawn from specific and particularized facts, and reasonable inferences from those facts. This testing may be based on a reasonable suspicion of illicit drug use on or off duty.

b. Employees will be provided a written notification to report for "reasonable suspicion" drug testing. Notification will include:

(1) The name, rank (if any) of the person ordering the testing.

(2) Notification will include where to report to for testing.

(3) Expected time for reporting.

c. Employees or their designated representative upon written request will be provided:

(1) The basis for requiring the "reasonable suspicion"

(2) The name, Rank (if any) of the person who determined a "reasonable suspicion" existed.

(3) Any memorandums which contain the rationale for requiring the test.

d. Under no circumstances shall reasonable suspicion testing be used as a punitive measure.

e. Reasonable suspicion testing will be administered within 24 hours of the last observed behavior or event which prompted the supervisor or Agency official to request testing unless delayed by events beyond the control of the Agency or the employee. In no case will tests be conducted beyond 48 hours of the last observed behavior or event.

12. Normally, direct observation testing will not occur. If direct observation is ordered it will require Squadron Commander (or Group Commander if the Squadron Commander is not available) concurrence.

13. Employees being tested may elect to have a second specimen collected at the same time as the Agency specimen and have it submitted by the specimen collector at the employees expense to an DHHS accredited laboratory of their choice. If a test has been conducted and the first sample test positive for

drugs whereas the second sample test negative, the employee may request and shall receive reimbursement for the cost of the second test.

14. Employees on leave or other non-duty day(s) may be tested upon return to their duty section if their leave or non-duty day(s) extend beyond the 48 hour time frame above referenced in Section 8.10.e. Employees on temporary duty (TDY) assignments away for their duty station will be deferred for testing.

15. If the collection site is more than two (2) hours from the employee's duty station or if inclement weather or road conditions are a factor(s) the employee will not be held to the two (2) hour reporting time.

16. Travel Time and Attendance:

a. Employees shall be on official time for Agency-directed drug and alcohol testing related activities, including travel.

b. Overtime shall be paid or compensatory time approved in accordance with applicable laws and this Agreement.

c. The Agency shall pay travel expenses and /or provide transportation for testing in accordance with Federal Travel Regulations.

17. Employees will not be required to disclose the legitimate use of specific drugs at the onset of testing. Employees will have an opportunity to provide documentation to the Medical Review Officer (MRO) supporting legitimate usage upon a positive test result. Only a verified positive test result will be reported to the Agency.

18. Records pertaining to an employee's drug and alcohol tests are confidential and releasable on a need to know basis and as otherwise required by law. These records are covered by the Privacy Act and shall be maintained in the Agency's secured files. Employees will upon written request have access to and copies of any records related to their drug test results including but not limited to MRO rationales, reasonable suspicion documents, and tests results.

ARTICLE 9 Official Time

1. Policy. The Union President, Vice President, the Secretary/Treasurer, Stewards and bargaining unit Employees who are representing the Union on committees, may be approved for the use of official time in accordance with the provisions of this Agreement as outlined below:

a. **Purpose**. Time spent in an official time capacity will be limited to the preparation for and performance of representational activities. Official time will not be approved for activities which constitute internal Union business such as the collection of dues, signing up members, conducting Union meetings, or electing officers.

Union officials who are employees will be granted a reasonable amount of official time to perform the following representational functions. The actual amount of official time to be used may vary in each situation.

(1) Review Management's proposals concerning negotiations and changes in policies, practices, and matters concerning working conditions.

(2) Receive, review, prepare, and present grievances.

(3) Handle complaints such as Fair Labor Standards Act, Merit Systems Protection Board, Equal Employment Opportunity Commission, Office of Special Counsel, and Office of Workers Compensation.

(4) Prepare for negotiations.

(5) Negotiate.

(6) Prepare reports required by Section 7120(c) of Chapter 71, Title 5 of the U.S. Code.

(7) Perform other representational and contract administration functions, such as: time spent in meetings with management; communicating with unit employees regarding working conditions and conditions of employment; disseminating labor-management information to bargaining unit employees; representing the labor organization in investigations pursuant to 5 USC 7114(a)(2)(B); representing the labor organization in formal discussions; participating in Partnership activities; reviewing and studying policies or other matters affecting the unit; researching, preparing; and other related matters.

(8) Contact other Union officers regarding the aforementioned functions.

b. **Proper Use.** Official time will only be used when the Employee would otherwise be in a duty status. If Union assistance is required for a bargaining unit Employee on another shift, the Union representative may be temporarily assigned to that shift as necessary to accomplish representation.

c. **Release Procedures for Use of Official Time.** Procedures for release are as follows:

(1) The Union official and his or her supervisor will communicate with each other regarding:

(a) The type of representation matter (See 1.a),

(b) The approximate length of time needed,

(c) Location, and

(d) A way to contact when away from their normal duty station.

This is not intended to be a barrier to releasing a Union official. Union officials and supervisors may mutually agree on alternate arrangements for release procedures of a continuing nature.

(2) The Union official will request release as far in advance as practical. Normally, ordinary workload will not preclude release; however, if the official cannot be released at the requested time due to work requirements, the official will be released when the workload requirements have been met or other arrangements have been made. If the official cannot be released the day of the request, the denial will be in writing and will include the reason for the delay and when the Union official will be released (normally within 24 hours). If a delay in releasing a Union official involves a situation with a contractual time limit, the time limit will be extended equal to the delay.

(3) When performing representational functions with employees at other worksites, the Union official will notify the unit head or the immediate supervisor before visiting an employee(s). If the visit would unduly interfere with work requirements, the supervisor shall establish another time at which the Union official can visit the employee.

d. The Employer understands that on occasions, such as when an Employee is in extreme emotional duress, has been threatened verbally or physically, is the subject of an investigation by a criminal authority, a bargaining unit Employee invokes Weingarten rights in a meeting already in progress, the Union representative may need immediate release to perform representational activities. The Employer agrees to approve immediate official time in these types of circumstances.

e. The Union representative or Employee will inform the supervisor of the official time at the time of the approval request, and will provide a location and/or telephone number where he/she may be reached.

f. The Union representative will notify the supervisor upon his/her return from official time. If the supervisor is not physically present, the Union representative may leave a voice mail or e-mail message for the supervisor to provide this notification.

g. **Time accounting procedures**. The Union will be authorized and will account for official time as follows:

h. **Time and attendance requirements**. All Union representatives and bargaining unit Employees who are approved for official time must record the time used on their official time and attendance records. The following categories will be used for the reporting of official time

(1) Term Negotiations

(2) Mid-Term Negotiations

(3) Dispute Resolution

(4) General Labor-Management Relations

2. Cooperation. The Parties agree to be flexible in their application of the provisions of this Article while at the same time being diligent in exercising their respective responsibilities to guard against waste, fraud and abuse, and to protect the public trust. If either Party experiences problems with the granting or use of official time or the administration of this Article, either of the Parties may request the use of a mediator and/or file a grievance under the provisions of this Agreement.

3. Relationship to Performance of Official Position. The Employer agrees that Union representatives will not be penalized in their performance appraisal for their use of official time.

4. Ongoing Representation. The Parties agree that it is to their mutual benefit to afford bargaining unit employees an opportunity to meet with Union officials to discuss conditions of employment.

Officials and stewards of the Union have the right to use a reasonable amount of official time in the performance of their representational responsibilities. Union officials may make casual contact with employees.

ARTICLE 10 Use of Facilities and Services

1. Union Office. The Employer agrees to provide the Union with an office in Bldg. 4148 or 4189 at NAS Pensacola should space become available, convenient to bargaining unit Employees, for conducting of Union business. The office will be properly lit, air conditioned and heated as are other offices. The office must be private and must have a lock on the door.

a. The office will be provided a locking file cabinet, a desk, chairs, and a telephone.

b. The Union will have access to the office space at all times. Union officials using the office will comply with all building access requirements and security procedures. The Union President will be provided keys. The Union may procure additional keys for officials of the Union, but must ensure the overall security of the space when doing so. Should the specific space occupied by the Union office be required as official office space, the Employer agrees to give the Union President as much advance notice as possible, but not less than thirty (30) days written notice. The new location of the office will meet the requirements of this Article, and will be identified in the notice to the Union. The Employer will provide boxes necessary to pack Union materials and make arrangements for the movement of Union furnishings to the new location.

2. Internal Message Service. The Union will be permitted to use the internal mail distribution service, the e-mail system, and the phone mail system. The Parties agree that use of internal communication systems will conform to the Employee Standards of Conduct.

3. Newsletter. The Union will be permitted to distribute its own fliers or newsletter to all bargaining unit Employees provided the information contained meets the requirements of this Agreement.

4. Bulletin Boards. Separate bulletin boards in Bldg. 4148 or 4189 will be made available for exclusive use by the Union. The minimum size of the bulletin board will be 36” X 48”.

5. Use of Office Equipment. The Union will be permitted to use office equipment and furnishings as are necessary to perform employee representational duties to include, computers, telephones, TDDs, facsimile machines, copying or duplicating machines, computers, software and printers. The Employer agrees that the Union Office will be equipped with a computer, which will be loaded with Windows, network access, and a printer.

6. Electronic Communications.

The Agency agrees to create a user group of all unit Employees email addresses. The Union shall have use of the user group for communication purposes. The Union will maintain the 479 Local NFFE user group.

The Union may use government computers for the purposes of communicating.

7. Conference Rooms. The Union will be permitted the use of the Employer conference rooms when the use of such rooms does not conflict with their use by Employees for official agency business purposes. The Union will make every attempt to schedule the use of the rooms as far in advance as possible. If the rooms are to be used for Union membership meetings or other internal Union business, the rooms will be scheduled for use during non-duty hours. The Union may use available audio-visual equipment upon request. The Union will adhere to all security and housekeeping requirements when using the rooms, and will take necessary precautions to protect any audio-visual equipment provided for their use.

8. Copies of the Agreement. The Employer will furnish six (6) copies of this Agreement upon its implementation. The agreement may be posted in an electronic format on the agency's internal intranet site. The electronic posting will be compliant with the Section 508 of the Rehabilitation Act.

9. Studies and Surveys. The Employer will notify the Union of any studies or surveys in which bargaining unit Employees will participate and that may result in an impact on their working conditions. Upon request, the Union will be provided a copy of the results or any report produced in the same format as that received by the Employer.

10. Use of Government-Owned or Leased Vehicles. The Employer may approve use of Government-owned or leased vehicles by the Union for representational purposes, if the vehicle is available and the use will not violate any provision of law, regulation or this Agreement.

ARTICLE 11 Negotiations

1. General. The Employer and the Union recognize that collaborative relations are conducive to the accomplishment of the Employer's mission requirements, overall productivity and Employee morale. The Parties further recognize the statutory rights and obligations placed upon them to bargain, as appropriate, in good faith, and work towards effective solutions to differences. This Agreement is controlling, and neither the Union nor Management may negotiate nor implement any change that conflicts with this Agreement.

a. All negotiations between the Parties will be conducted in accordance with law, Executive Order, as interpreted by the FLRA, or an appropriate court, regulations and the provisions of this Agreement and, in particular, this Article.

b. Agency policies, procedures or instructions which do not directly implement a government-wide rule, and which are in conflict with the provisions of this Agreement, may not be unilaterally enforced.

c. The parties are advised to consider Article 27 Partnership, Collaborative Labor-Management Relations, and Pre-Decisional Involvement, when contemplating changes in conditions of employment. The Parties acknowledge that pre-decisional involvement does not abrogate a bargaining obligation. If issues are not fully resolved collaboratively, Management will notify the Union and negotiate as appropriate in accordance with the provisions of this article and law.

2. Other Agreements:

a. **Past Practices.** Privileges of employees that by custom, tradition, and known past practice have become an integral part of working conditions shall remain in effect unless modified pursuant to negotiations or such practices conflict with this Agreement, government wide regulation, and/or statutory provision(s). When past practices are inconsistent with a government wide regulation or law that requires an immediate change on or by a specified date, negotiations may occur post- implementation.

b. Any supplemental agreement(s) reached by the Parties subsequent to the approval of this Agreement and during its life (including extensions) shall become part of, and run concurrently with, this Agreement.

Supplemental Agreements:

(1) Supplemental Agreements are agreements negotiated during the term of the Agreement.

(2) Normally, the subject addressed in a supplemental agreement will be addressed and incorporated into this Agreement in term negotiations.

(3) Existing supplemental agreements, not incorporated into this Agreement during term negotiations, remain in effect in accordance with their terms.

c. In the event that the Employer proposes changes in conditions of employment in the exercise of its rights under Section 7106 of the Statute, negotiations shall be in accordance with Section 7106.(b)(2) and (3) of the Statute.

3. Initiating Bargaining. The Parties agree that changing conditions may create a need for either Management or the Union to propose midterm negotiations. Either party may propose changes in conditions of employment not in conflict with this Agreement during its term.

4. Procedures for Negotiations. The Parties agree to meet at times convenient to the Parties and on the Employer's premises. To the fullest extent possible, negotiations will not be scheduled to begin prior to 8:00 a.m. nor end after 4:30 p.m.

a. **Notification.** The Union President or his/her designee will serve as the official contact point for any required notification of the Union. Union notification will be provided in writing (to include e- mail) for any changes 15 days prior to implementation.

b. **Request to Bargain.** All Union requests to bargain will be made in writing (to include e-mail) to the Labor Relations Officer or designee.

(1) If the Union requests to negotiate, the Union will submit a written request to bargain within 15 days following any notification by the Employer where there is a change in conditions of employment of bargaining unit Employees.

(2) The Parties agree that there will be times when the nature of the change and/or the contents of either Parties proposals may be such that the initial meeting between the Parties may be best used to exchange and/or clarify information prior to actual negotiations.

(3) The parties agree to use IBB techniques to the fullest extent possible during all negotiation meetings.

c. **Negotiations Time Frames.** The Employer will enter into good faith negotiations within the same time frames for the situations described in paragraph 4b. above. The time frames may be extended or contracted as necessary upon mutual agreement by the Parties.

5. Disputes. The Parties agree that it is in the best interest of continued collaborative relations to resolve disputes regarding negotiations in the most expeditious manner possible.

a. **Impasses.** In the event of an impasse at any level, the parties may agree to invoke mediation. If unsuccessful or if the parties do not agree to invoke mediation, either party may request assistance from the Federal Mediation and Conciliation Service (FMCS). If the matter remains unresolved, either party may request impasse resolution assistance from the Federal Services Impasses Panel (FSIP).

b. **Negotiability Disputes.** If Management believes a written Union proposal is nonnegotiable under 5 USC Chapter 71, they will raise the issue of negotiability in a timely fashion, at the early stages of the negotiation process, so that attempts can be made to cure any negotiability problems. If the negotiability issue cannot be resolved, the Union will be provided, upon written request, with a written statement of the rationale for a claim of non-negotiability. The Union may submit a negotiability appeal to the Federal Labor Relations Authority (FLRA) in accordance with applicable regulations.

ARTICLE 12 Furloughs

1. This article sets forth procedures that will be followed if Management determines it necessary to furlough career employees because of lack of work or funds or other non-disciplinary reasons.

2. Management will notify the Union at the appropriate level(s), at least 15 days before the employees are notified. At that time, Management will advise the Union of the reason for the furlough; the number, names, titles, series, and grade of all employees affected; and the measure that Management proposes to take to reduce the adverse impact on employees. The employees will be given specific notice (30-days' notice for furlough of less than 30 days, 60 days for furloughs in excess of 30 days).

3. Furlough documents will be made available to the affected employee and to the Union.

4. The following furlough matters are appropriate for negotiations between the parties:

a. The content of furlough notices.

b. The content of solicitation of volunteers for furlough.

c. Scheduling of consecutive or nonconsecutive furlough days.

d. Programs for counseling employees about furloughs and unemployment compensation, benefits, etc.

e. Provisions for keeping the Union informed of furlough developments.

f. Any impacts on Union representation during the furlough.

g. The process for recall from furlough.

5. Management will not schedule the number of workdays per week for the purpose of disqualifying furloughed employees from unemployment compensation.

6. Furloughs for More Than 30 Days:

a. Furloughs for more than 30 days will be performed in accordance with Title 5, Code of Federal Regulation, Section 351 (5 C.F.R. 351), Reduction in Force Procedures, and Office of Personnel Management (OPM) guidance.

b. Where furlough involves only a segment of an organization within a commuting area and the furloughs are for more than 30 days, Management will consider the following:

(1) Detailing or reassigning employees to vacant positions.

(2) Restructuring of positions, including unfilled trainee positions to allow adversely affected employees to fill positions.

(3) Waiving qualifications in order to assign an employee subject to furlough to a vacancy for which he or she might not otherwise qualify.

c. Management will not fill a vacant position, except by internal placement, when an employee on furlough in the same competitive area is qualified and available for a position at the same or lower grade from which they were furloughed.

d. If Management elects to use any of the above options in Section 6.a, the Union will be entitled to negotiate appropriate arrangements for implementation.

7. Identification of Furloughed Employees:

a. Furloughs of 30 days or less:

(1) Volunteers: When it has been determined to furlough some, but not all, employees in the same competitive level within the Bargaining Unit, Management agrees to first solicit volunteers. If more volunteers are available than furloughed positions, selection will be based on the service computation date (SCD) starting with the longest reduction-in-force (RIF) service computation. Non-selection of volunteers will be based on legitimate job-related reasons.

(2) If a sufficient number of volunteers are not available for furloughed positions, selection for furlough beyond the volunteers will be based on SCD starting with the least RIF service computation.

b. Furloughs for more than 30 days will be performed in accordance with Title 5, Code of Federal Regulation, Section 351 (5 C.F.R. 351) and Office of Personnel Management (OPM) guidance.

8. Recall of Employees From Furlough:

a. Furloughs of 30 days or less: When Management recalls employees to duty in the same competitive level, from which they were furloughed; it will be in order of SCD ranking starting with the longest RIF service computation. Recall from furlough for placement in other competitive levels is determined by the qualifications, availability, and SCD ranking of the furloughed employee.

b. Furloughs for more than 30 days will be performed according to 5 CFR 351 and OPM guidance.

9. Employees on furlough have rights at least equal to those they would have had if they had been separated and placed on the reemployment priority list.

10. An Internet-based site and a toll-free number will be established to give furloughed employees a “place” to get updates on furloughs when away from work.

11. Employees will be asked to provide Civilian Personnel Office and supervisors with updated contact information for callbacks (for example, phone number, personal e-mail address, address, etc.).

12. Scheduling:

a. For furloughs of 30 days or less (short furlough), the total number of days that the employee may be furloughed shall not exceed 30 days (if consecutive) or 22 workdays (if non-continuous).

b. Furloughs can be for consecutive or nonconsecutive days, considering the employee’s request. Management will inform the employees how many consecutive days of furlough will qualify them for unemployment benefits. Management will consider employee personal needs such as child care and outside employment as relevant factors in determining which days will be worked during nonconsecutive furloughs. Furloughs will be recorded in the correct manner to ensure unemployment benefits are afforded to eligible employees.

c. Management may reduce the number of days of the furlough if it finds that fewer days are necessary due to changed circumstances. To increase the number of days, a new notice and identification process is required. The parties will negotiate as appropriate.

13. Leave During Furloughs:

a. For hardship cases, Management will consider deferring a furlough for employees on sick leave.

b. The provisions of leave restoration will apply to “use it or lose it” annual leave.

14. Emergency Furloughs. Consistent with 5 CFR 752.404(d)(2), advance written notice to employees with an opportunity to answer are not necessary for furlough without pay due to unforeseeable circumstances, such as equipment breakdown, act of God, or sudden emergencies requiring the immediate curtailment of activities. When Management is made aware of a possible Government shutdown, it will:

a. Notify the Union and provide copies of any official notices that advise the agency of a potential furlough.

b. Provide Bargaining Unit employees potentially affected by such a furlough with written information addressing their rights, benefits, and obligations.

15. Management may accept voluntary service to perform the work of a furloughed Bargaining Unit employee only if authorized by law.

ARTICLE 13 Orientation of New Employees

The Parties are committed to orienting new Employees to their new work environment in such a way as to offer them the maximum potential for success.

1. The Employer will provide Union contact information to all eligible employees during newcomers orientation/in-processing.

2. The Union President or designee will be afforded the opportunity to meet with newly assigned bargaining unit employees at the 479th Flying Training Group for Union orientation purposes.

3. The Employer will notify the Union of new Employees via e-mail. The notification will include the Employees name, pay plan, series and grade, duty title, office symbol and reporting date. Notification of the Union will occur as soon as the reporting date is known.

ARTICLE 14 Work Week, Hours of Work and Schedules

1. Introduction:

a. The Parties recognize the benefits to employees and the agency to allow employees to use alternative work schedules. Management will make every effort to accommodate agency and employee needs when assigning employees to work schedules.

b. Work schedules must be administered fairly and equitably to all members of a local unit.

c. No intimidation, coercion, or threats may be placed on employees by Management, the Union, or other employees regarding work schedules.

2. Standard Work Schedules:

a. **Definitions:**

(1) Regularly scheduled administrative workweek (established hours) (RSAW): RSAW means the period within a workweek, which the employee is regularly scheduled to work.

(2) Tour of duty: Tour of duty is the hours of a day and the days of an administrative workweek that make up an employee's RSAW (including any regularly scheduled overtime hours).

b. A standard work schedule consists of 5 consecutive 8-hour workdays, normally Monday through Friday, in which the employee has a set arrival and departure time.

c. The default work schedule is a standard schedule.

d. If no other tour has been established, the standard tour of duty for full-time employees will consist of 5 consecutive 8-hour days (40 hours per week). Days off will normally be 2 consecutive days.

e. Unless otherwise ordered or approved, employees regularly scheduled administrative workweek will fall between the hours of 6 a.m. and 6 p.m., on 5 consecutive days in each week of the pay period. Exceptions based on requirements of the nature of the work may be negotiated by the Parties.

f. An employee's RSAW will be recorded in the header of his or her Time and Attendance record.

g. Management will provide notice in writing of changes in tours of duty and RSAW. Notice will be provided at least 10 days in advance except for emergencies and unforeseen situations that would result in undue hardship in mission accomplishment and/or substantial additional cost. Management will give consideration to an employee's personal needs when changing tours and shifts.

h. An employee who needs to work a different tour of duty or RSAW will make a written request to his or her supervisor indicating the reason for his or her request. The employee and supervisor will discuss both employee and agency needs related to the request. If consistent with the needs of the job, the employee may be assigned to that tour of duty. Management will provide their decision in writing. If the request is denied, the decision will state the reason for the denial.

i. An employee may request Union representation during discussion with Management about changes in his/her tour of duty or RSAW.

j. The first 40-hour tour of duty will be used only when extenuating circumstances preclude a regular schedule of definite hours of duty for each workday of a RSAW in accordance with Title 5, Code of Federal Regulations, Section 610.111(b) (5 CFR 610.111(b)). First 40-hour tours will not be used to circumvent overtime pay or compressed work schedules.

3. Flexible Work Schedules:

a. The Parties agree that flexible work schedules (FWS's) will be used according to the following guidelines and approved schedules, for the purpose of improved productivity and greater service to the public, according to Title 5, United States Code, Sections 6120-6133 (5 U.S.C. 6120-6133). Specific details of the FWS's listed below are a matter of joint discussions, including provisions for required coverage, between the respective supervisor and employee. Any limitation to FWS criteria listed in this section must be negotiated.

b. **Definitions:**

(1) Flexible Work Schedules: Flexible work schedules are schedules for which an employee may vary the length of his or her workday and/or workweek. Employees on flexible work schedules may earn and use credit hours. The following flexible work schedules are:

(a) Variable Day: The employee may vary the length of the workday daily. The employee must account for 10 days per pay period, at least 40 hours per workweek, 80 hours per pay period, and core hours on each workday. For a part-time employee, the basic work requirement is the number of hours the employee must account for in the administrative workweek and the number of hours the employee must account for in a pay period. Credit hours may be earned.

(b) Variable Week: The employee may vary the length of the workweek as well as the length of each workday. The employee must account for 10 days per pay period, at least 80 hours per pay period, and core hours on each workday. For a part-time employee, the basic work requirement is the number of hours the employee must work in a pay period. Credit hours may be earned.

(c) Maxiflex: The employee may vary the number of hours per day and the number of days per week. The employee must account for at least 80 hours per pay period and core hours. For a part-time employee, the basic work requirement is the number of hours the employee must work in a pay period. Credit hours may be earned.

(2) Basic work requirement: The number of hours excluding overtime hours an employee is required to work or otherwise account for.

(3) Tour of duty: For employees on a flexible work schedule, the tour of duty is the limits within which an employee must complete his or her basic work requirement.

(4) Core hours: The time periods during the workday, workweek, or pay period that are within the tour of duty during which an employee covered by a flexible work schedule is required to be present for work or otherwise account for his or her time. (See 5 U.S.C. 6122(a)(1).)

(5) Credit hours are those hours within a flexible work schedule that an employee elects to work in excess of his or her basic work requirement so as to vary the length of a workweek or workday. Employees have the option of recording credit hours earned daily or after 80 hours.

c. **Tour of duty:**

(1) For employees on a Maxiflex schedule, the tour of duty will fall between 5 a.m. to 10 p.m. on Sunday through Saturday.

(2) For employees on Variable Day and Variable Week schedules, the tour of duty will fall between 5

a.m. to 10 p.m. on 5 consecutive days in each week of the pay period.

d. **Core hours:**

(1) The default core hours for employees on Maxiflex schedules will be the 3 middle days of the employees' RSAW from 10 a.m. to 2 p.m.

(2) The default core hours for employees on Variable Day and Variable Week schedules will be 10 a.m. to 2 p.m. on each day of the RSAW.

(3) It is understood that deviation from core hours is allowed and may be granted unless work requirements dictate otherwise. Supervisors will document in writing deviations from the core hours.

(4) Changes to the default core hours and core days for AWS may be negotiated by the Parties.

(5) Existing subordinate agreements for core hours will remain in effect unless changed in accordance with Article 11, Negotiations.

e. **Credit hours:**

(1) Earning of credit hours:

(a) Credit hours are earned at the election of the employee, but it is recommended that there be a general agreement between the supervisor and the employee prior to the earning of credit hours. Employees may self-certify that up to 1 consecutive hour of credit hours are earned while accomplishing legitimate work requirements. Credit hours in excess of one consecutive hour must be approved.

(b) A maximum of 24 hours may be used as a credit hour carry-over from one pay period to another with flexible work schedules. Employees on part-time tours may carry over credit hours on a prorated basis of one-fourth of their part-time tour hours.

(c) Credit hours may not be earned while an employee is in training. Credit hours for travel will be in accordance with existing law and regulation.

(d) Employees cannot be forced to earn credit hours that are within the maximum 24 credit hour carryover.

(2) Use of credit hours

(a) The use of credit hours must be scheduled and approved in advance like any other absence from work.

(b) Credit hours may be earned and used within the same biweekly pay period.

(c) Credit hours may be used during core hours.

4. Compressed Work Schedules:

a. The Parties agree that compressed work schedules (CWS's), will be used according to the following guidelines and approved schedules, for the purpose of improved productivity and greater service to the public, according to Title 5, United States Code, Sections 6120-6133 (5 U.S.C. 6120-6133). Specific details of the CWS's listed below are a matter of joint discussions, including provisions for required coverage, between the respective supervisor and employee. Any limitation to CWS criteria listed in this section must be negotiated by the Parties.

b. **Definition**. Compressed work schedules are schedules in which employees may complete their basic work requirement in less than 10 days during a pay period. Compressed schedules are fixed schedules, and employees may not vary the time of arrival or departure. Credit hours are not earned or used on a compressed schedule.

c. **Approved compressed schedules**:

(1) 4-10: The employee works 4, 10-hour days per week. Employee schedules day off with supervisor. Credit hours are not earned.

(2) 5-4/9: The employee works 8, 9-hour days with 1, 8-hour day. Employee schedules short day and day off with supervisor. Credit hours are not earned.

d. Employees approved to use 5-4/9 or 4-10 will select, with supervisor approval, their "off" day and/or their "short" day. At the request of the employee, the supervisor may approve a change in the scheduled "off" day during a pay period subject to work demands.

5. Administration of Work Schedules:

a. All employees may apply for any approved AWS above. In reviewing requests for AWS, Management may grant, modify, or deny the request, based upon any of the following criteria. When an employee requests a particular schedule and the request is denied, the employee and Local Union will receive a written explanation. The employee or the Union has the right to grieve the decision in accordance with Article 6 Grievance Procedure.

(1) Productivity.

(2) Level of direct or indirect services furnished to customers.

(3) Cost of operations, other than reasonable administrative costs.

b. **Discontinuation of an employee's AWS:**

(1) Management may discontinue the AWS for an employee when they have identified an adverse impact to the agency based upon any of the criteria in paragraph (a), above.

(2) Management will not discontinue or shift the type of AWS for the purpose of avoiding overtime or other premium or extra compensation.

c. **Special situations**. Employees attending training that exceeds 2 days shall be temporarily placed on a schedule consisting of 5, 8-hour days. Employees are guaranteed 8 hours on each training day.

6. Rest Breaks. Authorized rest breaks, not to exceed 15 minutes approximately midway through each 4-hour period of the 8-hour workday, will be arranged by the employees with the work supervisor, as needed, so as not to interrupt the work of the organization. Additionally, a 15-minute rest period is authorized within each 4-hour period of overtime worked.

7. Meal Breaks:

a. Employees generally are afforded a minimum of 30 minutes for an unpaid meal break roughly halfway through their schedule on any day that they work more than 6 hours.

b. Employees who are required to work during their scheduled meal period by management shall be compensated at the appropriate rate as to bona fide meal periods, see 29 CFR 785.19.

c. Supervisors may approve a short-term deviation that an employee take a meal break on a case- by-case basis.

ARTICLE 15 Leave

1. General. Leave will be scheduled, requested, approved, and used in a manner that is consistent with merit system principles IAW OPM standards and in accordance with applicable laws and regulations Employees have the right to use leave, the Employer approves or disapproves, when the leave will be used. Leave may be requested and approved in fifteen (15) minute increments. Denial of leave will not be used as discipline. The Employer will use discretion in disclosing the nature of an Employee's absence.

a. **Requesting Leave.** Except in emergency situations and unforeseeable circumstances, Employees must request and obtain approval before the leave begins. Employees are encouraged to submit leave requests (annual, sick leave for planned medical treatment, and leave without pay) as far in advance as possible and will use writing when requesting leave for more than three (3) days, email is an acceptable form of written request.

b. **Emergency Requests for Leave.** When an Employee is unable to report to work because of an emergency or illness, he or she will notify the appropriate leave approving official within two (2) hours of his or her normal reporting time, unless prevented from doing so by circumstances beyond the control of the Employee. Employees are encouraged to make such requests prior to the commencement of core time when possible to assist the supervisor in making alternative plans for work assignments.

If the supervisor is unavailable, messages left on the supervisor phone or e-mail or with an acting supervisor will be acted on by the Employer within two (2) hours after receiving the call, unless prevented from doing so by circumstances beyond the Employers control. If possible, the message left by the Employee should contain a phone number where the Employee can be reached. Approval for leave for emergency situations or illness will be granted when conditions warrant.

c. **Request for Unscheduled Non-Emergency Annual Leave, Leave Without Pay, Credit Hours Or Compensatory Time Off.** When Employees call in for approval of an unscheduled absence from work not due to an emergency or illness, he or she will do so at the earliest possible time, and should normally call the appropriate approving official within two (2) hours of their normal work schedule. If the approving official is unavailable, Employees should leave a message on his/her phone or e-mail with a telephone number where the Employee can be reached. The Employer will normally act on such requests within two (2) hours of receipt. The Employee should be available for the return call. If no call is received by the Employee within two (2) hours, the leave will be considered approved.

d. Annual leave will be credited for prior work experience or experience in a uniformed service (5 CFR 630.205).

2. Annual Leave. It is agreed that the use of accrued annual leave is a right and not a privilege, subject to management approval when it is taken. Consistent with the needs of the Employee and the Employer, annual leave which is requested in advance will generally be approved.

a. When making non-emergency requests for annual leave, it is not necessary for the Employee to provide a reason for the request.

b. In the event that annual leave is denied or previous approval canceled, the Employee's supervisor will make every reasonable effort to reschedule the leave at times desired by the Employee.

c. Previous approval of annual leave will not normally be withdrawn except in the case where the Employer has determined the Employee's services are required, or where the Employee has failed to meet previously known commitments when not prevented from doing so by circumstances beyond the Employee's control.

d. If work requirements prevent similarly qualified Employees within the same work group from being absent simultaneously, conflicts among bargaining unit Employees will be resolved through seniority based on the Employees SCD date, if two or more employees have the same SCD date the lowest last four digits of the Social Security number shall be considered the least senior. This procedure should not be used to allow a senior Employee to have the same time period two (2) years in succession when a similar conflict exists for the same time period such as Thanksgiving, Christmas, New Year's. This procedure will apply when choosing an AWS day off and scheduling use or lose annual leave.

3. Sick Leave:

a. Earned sick leave may be used for medical appointments and for illness of the employee. An explanatory note by the employee when a physician's services were not required will be accepted unless the employee is under valid sick leave restriction or there is a reasonable suspicion of abuse. Medical documentation is normally not required for absences of 3 days or less. Advanced sick leave may be approved for serious illness or disability per AF36-815 Chapter 3.

b. If there is reasonable indication that sick leave is being abused, the employee shall be informed in writing, including special provisions for future leave approval and his or her right to grieve. Abuse of sick leave is not necessarily related to the frequency of sick leave. In cases of suspected leave abuse, the employee may be required to provide a medical certificate (5 CFR 630.201).

c. Sick leave will also be granted when the employee provides care for a family member as a result of physical or mental illness; injury; pregnancy; childbirth; or medical, dental, or optical examination or treatment. The amount of sick leave that can be used is limited by law and regulation (5 CFR 630.401(b)) and the Family Medical Leave Act (5 CFR 630.1201-1211).

d. Sick leave will be granted when the employee provides care for a family member with a serious health condition, as defined at 5 CFR 630.1202. The amount granted shall be no greater than that limited by government-wide regulations, as defined by 5 CFR 630.401(c).

e. Sick leave can also be used to make arrangements necessitated by the death of a family member or attend the funeral of a family member. The amount of sick leave that can be used is limited by law and regulation (5 CFR 630.401(b)).

f. The use of sick leave is appropriate when the employee would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease.

g. Employees may use sick leave when they must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

h. In addition to sick or annual leave, employees may be granted, in a calendar year, up to 7 days of administrative leave to serve as a bone-marrow donor or up to 30 days of administrative leave to serve as an organ donor.

i. For sick leave, the definition of family member means the following relatives of the employee:

(1) Spouse and parents thereof.

(2) Children, including adopted children and spouses thereof.

(3) Parents.

(4) Brothers and sisters, and spouses thereof.

(5) Grandparents and Grandchildren.

(6) Domestic Partner.

(7) Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

4. Maternity and Paternity Leave also see Section 5, Family and Medical Leave

This section also applies to adopting parents.

5. Family and Medical Leave:

a. By reference, the provisions of the Family and Medical Leave Act and the policies of its implementing regulations are incorporated into this Agreement. Key components of the Act are contained in Section 3, Sick Leave, and this section. Eligible Employees are entitled to take accrued leave (e.g. annual leave, sick leave, credit hours, compensatory leave) (5 CFR 630.1205), or (12) administrative work unpaid leave (e.g. LWOP),or a combination of both, during any twelve (12) month period for:

b. Eligible employees are entitled to a total of 12 administrative workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

(1) The birth of a child or children of the employee and the care of such children.

(2) The placement of a child with the employee for adoption or foster care.

(3) The care of a spouse, child, or parent of the employee, if such spouse, child, or parent has a serious health condition.

(4) A serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.

c. To be eligible, an Employee must have worked for the Federal Government for at least twelve (12) months (all time worked is counted; it does not have to be continuous or consecutive). Employees are entitled to a total of 12 administrative workweeks and will be made available to qualified full-time or part-time employees in direct proportion to the number of hours in the employee's regularly scheduled administrative workweek during the twelve (12) months prior to the start of the FMLA leave.

d. **Military Caregiver Leave:** An Employee who is a spouse, son, daughter, parent, or next of kin of a covered service member with a serious injury or illness up to a total of **26 workweeks** of leave during a "single 12-month period" to care for the service member. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. (29 CFR 825.124 and 825.127)

6. Sick Leave Abuse:

a. The Employer will normally provide a verbal warning when there are concerns regarding leave abuse by a bargaining unit Employee prior to imposing a leave restriction on the Employee. The decision whether to impose a leave restriction without a verbal warning will be made on an individual case-by-case basis.

b. If the leave use does not improve after a verbal warning, the Employer may place the Employee on leave restriction for a period of three (3) months. The period of leave restriction may be extended for a year, in three (3) month increments if adequate improvement in leave use has not been achieved by the Employee. Notification of leave restriction will be in writing and will include:

(1) the reasons for imposing the leave restriction;

(2) any specific requirements for requesting the approval of leave for non-medical reasons;
(3) any requirement for providing medical certification for subsequent absences when the Employee claims they are for medical reasons; and

(4) the time frame for the leave restriction. Consistent with government wide regulations, the Employer may require medical documentation for absences of three (3) workdays or less when there is evidence that abuse of leave may have occurred regardless of whether or not the Employee is on leave restriction.

7. Leave Without Pay (LWOP). The granting of LWOP is an administrative determination and cannot be demanded by Employees as a matter of right. Requests for LWOP will be duly considered by the Employer in accordance with applicable laws, regulations the provisions of this Agreement and AFI36-815, Chapter 4. The Employer's practice is to grant LWOP only when the absence will be of mutual benefit to the Employer and the Employee. In cases where the Employee is not exercising a statutory right, the work requirements of the Employee's position will also be considered in the approval process. Requests for LWOP must be made in writing and must include the reason for the request.

Impact. Excessive use of LWOP affects the Employee's benefits such as within-grade increase waiting period, tenure, leave, and health benefits. Employees should monitor their use and seek the advice of a benefits specialist in the servicing personnel office if they have questions or concerns.

8. Excused Absence. In accordance with AFI36-815, Chapter 8, at the discretion of the Employer, excused absence may be granted to Employees who are called to emergency duty as members of the Civil Air Patrol or similar organizations, registering to vote, and voting in national, state and municipal elections, and for such other reasons deemed necessary by the Employer or required by law or regulations, such as but not limited to hazardous weather dismissals or closures.

a. Blood Donation Program. The Parties fully support the Blood Donation Program, and to encourage participation, the Employer will generally allow Employees who donate blood to take up to four (4) hours of excused absence subject to workload requirements:

b. The Employer has the authority to and may excuse absences of up to one (1) hour for infrequent absences and tardiness. The Employer's exercise of this authority will be based on the merits of each case and will be applied in a manner consistent with merit system principles IAW OPM standards.

9. Advanced Sick Leave. The Agency may advance a maximum of 30 days (240 hours) of sick leave to a full-time employee when required for a serious disability or health condition, as defined at 5 CFR 630.1202, and AFI36-815, Chapter 8 of the employee or a family member or for purposes relating to the adoption of a child. Thirty days (240 hours) is the maximum amount of advance sick leave an employee may have to his or her credit at any one time. For a part-time employee the maximum amount of sick leave an agency may advance must be prorated according to the number of hours in the employee's regularly scheduled administrative workweek. The employee’s ability to repay advanced leave will be taken into consideration prior to approval.

10. Court Leave:

a. **Jury Service**. Employees who are called for jury duty shall be granted court leave. The Employee may only retain payment received for actual expenses incurred. Any other payment to the Employee must be surrendered in accordance with the procedures in the AFI 36-815.

(1) It is the Employer's policy that as a general rule, requests will not be made to excuse Employees from jury duty.

(2) Court leave is granted for jury service to full-time and part-time Employees who are in a pay status. Annual leave, including leave that would otherwise be forfeited, may not be substituted for court leave.

(3) The period of jury duty from the date stated in the court summons to the date of discharge by the court is charged as court leave.

(4) An Employee excused from jury duty for an entire day, or for a period that would permit the Employee to work for at least four (4) hours is expected to return to work unless the return would cause a hardship because of the distance of the court from the residence or place of duty, or unless the Employee is assigned to night duty. If Employees do not return to work when excused from jury duty, except for the above reasons, annual leave will be charged for the absence from work.

b. **Witness Service**:

(1) Official Duty. Employees are considered to be in an official duty status if they are summoned to:

(a) Testify in an official or nonofficial capacity or produce official records on behalf of the United States Government or the District of Columbia, or

(b) Testify in an official capacity or produce official records on behalf of a party other than the United States or the District of Columbia.

(2) Court Leave. An Employee is granted court leave when summoned to serve as a witness in a judicial proceeding in a nonofficial capacity on behalf of a State or local government or on behalf of a private party when the United States, the District of Columbia, or a State or local government is a party. Court leave is not available when the service in a nonofficial capacity is on behalf of a private party except as indicated above. When court leave is not authorized, the period of witness service is may be charged as annual leave, leave without pay, comp time, or credit hours per request of the employee.

11. Military Leave. The Employer agrees to grant military leave to the fullest extent allowable.

a. Employees who are members of a reserve component of the Armed Forces or a member of the National Guard are entitled to use accrued military leave upon presentation of competent orders. Full-time Employees will accrue military leave at a rate of fifteen (15) days on a fiscal year basis and part-time Employees will accrue military leave at a prorated rate which is determined by dividing forty (40) into the number of hours in the regular scheduled workweek of that individual during that fiscal year. On October 1 of each fiscal year, or upon first appointment in the fiscal year, the unused military leave remaining in the Employees account from the prior fiscal year (not to exceed fifteen (15) days) plus the military leave to which the Employee is entitled for the current fiscal year is credited to the Employees account. This gives full-time employees the potential for thirty (30) days of military leave during a fiscal year.

b. If the Employee has exhausted military leave, and is called for duty, any additional period of military service may be charged to annual leave or leave without pay. Annual leave may not be substituted for military leave which is available.

12. Absence Without Leave (AWOL). AWOL is absence from duty which is not authorized or approved, including leave which is not approved until required documentation is submitted or for which a leave request has been denied. AWOL, in itself, is not a disciplinary action, but continued use of AWOL can be the basis for disciplinary action up to and including removal from the Government. AWOL is charged in fifteen (15) minute increments.

13. Restored Leave. Annual leave that is subject to forfeiture at the end of the leave year will be restored by the Employer in accordance with applicable laws and regulations.

14. Voluntary Leave Transfer Program: The Parties fully support the appropriate use of the Air Force Voluntary Leave Transfer Program. Agency requirements will be followed for the request, approval, solicitation and use of transferred leave. The specific reason for the Employees participation will be published only with the Employees permission.

Note: A list of approved leave recipients is available via Intranet.

ARTICLE 16 Pay and Travel

1. Pay. The Employer agrees to provide accurate and timely reports of time and attendance for pay purposes to the payroll office.

a. **Pay Recovery.** The Employer agrees to assist any Employee who does not receive his/her pay by the Friday afternoon following the scheduled payday. The Employer will follow up with the payroll office on lost, stolen, or missing pay.

b. **Back Pay.** Any Employee who is entitled to back pay will be paid interest on back pay in accordance with applicable law and regulations.

c. **Overtime.** Assignment of overtime is an assignment of work and thus the Employer's prerogative. The Employer retains the right to determine what qualifications are required to perform the work and who best meets those qualifications. A reasonable effort will be made to assign overtime work that is comparable to the Employees regular duties. A good faith effort will be made to assign overtime equitably among equally qualified Employees performing the same or similar duties. The Employer agrees to use volunteers for overtime assignments to the fullest extent possible.

(1) The Employer may, upon request of an Employee, relieve an Employee from an overtime assignment where such assignment would cause a hardship for the Employee and where another Employee is deemed qualified by the Employer, is available for the assignment, and is willing to perform the required overtime work.

(2) The Employer will give the Employee(s) advanced notice of overtime assignments as circumstances permit.

(3) Any Employee who is required by the Employer to return to work outside of his/her basic workweek to perform unscheduled overtime work shall be paid a minimum of two (2) hours of overtime pay, or the amount of overtime pay for the actual time worked, whichever is more.

(4) All Employees covered under the Fair Labor Standards Acts (FLSA non-exempt) must be compensated for officially ordered and approved overtime work. FLSA non- exempt Employees may be compensated by compensatory time off in lieu of overtime pay only at the written request of the Employee. Employees on overtime shall be compensated for any partial hours worked in increments of fifteen (15) minutes. Seven (7) minutes or less shall be regarded as inconsequential and shall be disregarded, more than seven (7) minutes and less than fifteen (15) minutes will be rounded up to the next fifteen (15) minute increment; this rule applies to the first increment and to all succeeding increments of overtime.

(a) Compensatory time earned may be used in advance of annual leave except in cases where the Employee must use annual leave to avoid its loss. Compensatory time may be converted to pay if it is not used within the allotted number of pay periods prescribed by regulations (currently 26 pay periods). Compensatory time earned will normally be converted to pay when the Employee transfers to another Agency.

(b) Employees may voluntarily work in excess of their scheduled number of hours, with supervisory approval, for the purpose of earning credit hours. It is the Employees responsibility to monitor his/her credit hour balance to ensure any credit hours worked do not exceed the maximum allowable carryover. Credit hours worked in excess of the maximum allowable carry over are forfeited by the Employee and do not accrue any entitlement to overtime pay, may not be converted to compensatory time, or maintained off the record. Additional requirements with regard to earning and using credit hours are contained Article 14, Work Week, Hours of Work and Schedules.

d. **Night Differential**, **Sunday**, and **Holiday Premium Pay** and other differential entitlements such as hazardous duty, post differential, shall be administered in accordance with applicable laws and regulations.

e. **Unemployment Compensation**. The Parties agree that Employees should receive any and all payments to which they are entitled.

The Employer will provide all bargaining unit Employees who leave the Agency and Federal service simultaneously with the Employer form necessary for filing with the State or local office of unemployment compensation.

2. **Travel**. All travel authorizations will be made in accordance with the Joint Travel Regulations (JTR) procedures.

a. The Employer will attempt to schedule official travel during the Employee's regular work hours. In instances where this is not possible or is not under the control of the Employer, Employees will be compensated in accordance with the FTR and the applicable provisions of the Title 5, United States Code and the Fair Labor Standards Act.

b. Employees on official travel will be paid the appropriate per diem rate for the geographic location to which they are assigned.

c. Employees on official travel are encouraged to use the government sponsored travel charge card for all government travel related charges such as lodging, rental cars, meals and advances.

3. Off-Station Flight Operation:

a. Certain off-station flight operations, including cross-country flight operations and aircraft hurricane evacuations, conducted solely for the purposes of performing work while traveling and moving aircraft to a destination away from home station, are not typical temporary duty assignments.

b. Locations away from home station are properly classified as enroute delay locations if their sole purpose is to serve as rest or refueling stops incident to the performance of work while travelling.

c. There is no mission requirement for off-station sorties flown with the intent to remain overnight outside the local flying area (with the exception of evacuation operations) and that any such missions that are directed are done so for purposes that serve the convenience of the Air Force.

d. Employees directed to give up normal off-duty time to perform such operations are entitled to reasonable compensation as authorized under current law.

e. IAW 5 C.F.R. Part 550.1404, compensatory time off will be authorized for time spent in travel status when such time is not otherwise compensable, specifically including the usual waiting time spent at

enroute travel stops (subject to certain limitations, such as extended waiting times when the employee is free to use the time for his or her own purposes).

f. Employees are not free to use all of the extended waiting times that may occur during routine off-station flight operations for their own purposes.

g. For the purposes of this agreement, the following definitions will apply:

   i. **Weekend Cross-Country:** Directed flight operations that are planned to originate and terminate at the home station, that include at least one overnight stop at a destination other than home station, and that are conducted over a period of time that includes at least one employee non-scheduled workday or holiday. This may also include unplanned overnight operations resulting from aircraft breakdowns away from home station, if such events result in the employee being away from home on a non-workday or holiday.

   ii. **Weekday Cross-Country:** Directed flight operations that are planned to originate and terminate at the home station, that include at least one overnight stop at a destination other than home station, and that are conducted exclusively during an employee's single, regularly scheduled administrative work week. This may also include unplanned overnight operations resulting from aircraft breakdowns away from home station.

   iii. **Agency:** Since the 451 FTS serves as the scheduling agency and as the approving authority for all employee overtime requests, the term "Agency" refers to the 451 FTS and its command structure unless otherwise noted.

   iv. **Usual Waiting Time:** In the 451 FTS, the "usual waiting time" during off-station flight operations is either 2 hours (if the travel delay occurs on an employee's regularly scheduled workday) or the length of the employee's regularly scheduled workday (if the travel delay occurs on an employee's day off), subject to the conditions and limitations expressed herein.

h. Weekday cross-countries are not considered normal work. The Agency will attempt to provide as much advanced notice as possible, but no less than three workdays unless the requirement is due to circumstances beyond the Agency's control.

i. The Agency will compensate employees for weekday cross-countries as regular workdays.

j. Travel expenses (as discussed below) and overtime/premium pay, when warranted, will be authorized. Additionally, the Agency will authorize the employee, under the provisions of "usual waiting time" during travel delays, to claim up to 2 hours of additional compensatory time for travel, subject to the following limits. The sum of any additional compensation time for travel and the time that is otherwise compensable will not exceed 12 hours. In cases where the actual workday (including compensatory time for travelling to or from the lodging location) exceeds 12 hours, the employee will be compensated for all hours worked, but no additional compensation time for travel under the "usual waiting time" provision is authorized.

k. Weekend cross-countries are not considered normal work. The Agency will provide a six-month

forecast for weekend cross-country operations that shows the number of weekend cross-country operations employees can be directed to support, except under extenuating circumstances. This forecast is necessary to support scheduling consistent with merit system principles among the employees and will be updated monthly.

l. Supervisors will schedule employees for weekend cross-countries on a basis consistent with merit system principles, and Supervisors will provide a fixed employee schedule based on the published forecast for cross-country operations. Once scheduled, employees may trade scheduled dates with other employees or may give up scheduled dates to other employees on a mutually agreeable basis.

m. Under extenuating circumstances, the Agency may direct cross-country operations that exceed the number forecast. In these situations, the Supervisors will first ask for volunteers to undertake the work but will direct the work to be performed if no volunteers are available. The Supervisors will track use of non-volunteer and volunteer employees to ensure a distribution of non-volunteer work consistent with merit system principles and to resolve conflicts among volunteers on a basis consistent with merit system principles.

n. The Agency will compensate employees for weekend cross-countries as follows (not including travel expenses as discussed below):

i. **Day of departure -regular workday:** If the day of departure is a regular workday for the employee, the agency will compensate the employee according to the agreement established above for weekday cross-countries.

ii. **Day of departure -non-workday:** If the day of departure is a non-workday or regular day off for the employee, the employee must request overtime pay or compensatory time for the hours actually worked. Additionally, the Agency will authorize the employee, under the provisions of "usual waiting time" during travel delays, to claim additional compensatory time for travel, subject to the following limits. The sum of any additional compensation time for travel and the time that is otherwise compensable will not exceed the length of the employee's normal workday. In cases where the actual workday (including compensatory time for travelling to the lodging location) exceeds the length of the employee's normal workday, all time actually worked is compensable but no additional compensatory time for travel is authorized.

iii. **Complete days off station - regular workday:** If the complete days off station are regular workdays, the agency will compensate the employee according to the agreement established above for weekday cross-countries.

iv. **Complete days off station - non-workday:** If the complete days off station are non-workdays or regular days off for the employee, the following provisions apply. If the employee performs flight or flight-related activities, the employee must request overtime pay or compensatory time for the hours actually worked. Additionally, the Agency will authorize the employee, under the provisions of "usual waiting time" during travel delays, to claim additional compensatory time for travel, subject to the following limits. The sum of any additional compensation time for travel and the time that is otherwise compensable will not exceed the length of the employee's normal workday. In cases where the actual workday (including compensatory time for travelling to and from the lodging location) exceeds the length of the employee's

normal workday, all time actually worked is compensable but no additional compensatory time for travel is authorized. In cases where the employee performs no flight or flight-related activity, the employee is authorized to claim compensatory time for travel for the number of hours in his or her normal workday (not to exceed 10 hours).

v. **Day of return - regular workday:** If the day of return is a regular work day, the employee will be compensated as a regular workday, with overtime/premium pay when warranted.

vi. **Day of return - non-workday:** If the day of return is a non-workday or regular day off for the employee, the employee must request overtime pay or compensatory time for the hours actually worked. The duty period will begin no later than 0800 (NAS Pensacola time) for travel compensation purposes (as crew rest and duty day limitations permit). If the actual workday begins later than this time, the employee is authorized under the provisions of "usual waiting time" during travel delays, to claim additional compensatory time for travel for the amount of time between 0700 (NAS Pensacola time) and the time the employee actually shows up at work, subject to the following exception: if the actual workday (including compensatory time for travelling from the lodging location) exceeds the length of the employee's normal workday, all time actually worked is compensable but no additional compensatory time for travel is authorized.

o. The Agency will reimburse the employee for travel expenses in accordance with the Joint Travel Regulation. Employees may use on-base government quarters but will not be required to do so. Employees will be authorized a commercial rental vehicle (compact size is standard authorization for single occupants) as in the best interests of the government.

4. **Hurricane Evacuations (HURREVAC)**

a. The agency will make every reasonable effort to identify and notify evacuation pilots as soon as reasonably possible prior to potential evacuation.

b. The employer will select evacuation pilots as follows:

1. The agency will first request and use as many volunteers as possible.

2. If not enough volunteers are available, the agency will eliminate any IPs who already have approved leave in TIMS or documented pre-existing travel reservations during the projected hurricane evacuation dates.

3. The agency will then prioritize the non-volunteer list in order of IPs with the oldest previous hurricane evacuation date to the most recent date and select IPs until enough are assigned including alternates. In situations where two or more IPs have the same previous evacuation date, the agency will then use the IP with the more recent hire date.

c. Pilots identified for HURREVAC will normally be given one work day to take care of personal commitments prior to evacuation.

d. HURREVAC compensation will be consistent with off station flight operations

ARTICLE 17 Merit System - Promotion and Details

1. Purpose and Policy:

a. The purpose of this Article is to ensure that vacancies in the bargaining unit will be filled based on merit, without discrimination for any reason such as race, color, sex, religion, age, national origin, political preference, labor organization affiliation or non-affiliation, marital status, or non- disqualifying handicap. The filling of positions will be made in accordance with the merit system principles found in 5 U.S.C. 2301.

b. Air Force promotion policy is based on strict conformance with merit principles specified in Title 5 Code of Federal Regulations, (CFR) Part 335, Promotion and Internal Placement, and AFMAN 36-203 (including any superseding directives). The merit promotion and placement plan provides a uniform and equitable means of referral and selection for all placement actions according to merit principles under merit promotion procedures. It is agreed that the Employer will make every reasonable effort to utilize the skills and talents of Employees to the maximum extent possible to achieve mission goals.

2. Area of Consideration. The area of consideration is the intensive search for the "best qualified" applicants using a competitive merit promotion process. When a bargaining unit position is announced using merit promotion procedures the Employer will request a certificate of internal applicants in which the area of consideration is DoD-wide. First consideration will be given to internal applicants; however, this will not prevent outside applicants from applying and the Employer from requesting a certificate from other sources.

3. Noncompetitive/Competitive Procedures. Noncompetitive and competitive promotions will be accomplished in accordance with applying competitive promotion procedures as specified AFMAN 36-203 and any applicable superseding directives, and in accordance with 5 CFR Part 335, DoD directives.

4. Lateral Reassignments. The Parties agree to allow bargaining unit Employees the maximum opportunity in consideration for reassignment opportunities within the 479th Flying Training Group.

Reassignments may be processed noncompetitively to a position with no known promotion potential beyond that of the employee's current position. Whenever possible, the Employer will announce reassignment opportunities via an e-mail to the employees within their organization 3 days prior to submission of recruitment action. The Employer agrees to give consideration in a manner consistent with merit system principles IAW OPM standards to all qualified Employees who expressed an interest.

The Parties further agree to use volunteers to the fullest extent possible when making involuntary reassignments to meet the Employees needs and when appropriate to use inverse service computation date (SCD) for leave when volunteers are unavailable or do not meet the reassignments results necessary. In the event two or more employees have the same SCD the agency will use the last two digits of the employee's social security number. The lowest number will be considered the least senior.

5. Vacancy Announcements. All vacancies which are formally advertised under the Air Force Merit Promotion Plan shall be appropriately publicized to ensure that all Employees have an equal opportunity to participate in the Merit Promotion Program in accordance with AFMAN 36-203 and any applicable superseding directives.

a. Announcements for bargaining unit positions will be posted on USAJOBS for 5 business days.

b. Vacancy announcements will provide a summary statement of duties, the number of anticipated vacancies to be filled, grade, title, series, organizational location, work schedule, tenure, opening and

closing dates, who may apply, qualification and evaluations, knowledge, skills, and abilities, and additional conditions of employment.

c. If a position is announced as temporary and the announcement does not state that it may become permanent, the position will be re-announced if it becomes permanent.

d. The quality ranking and selective placement factors for positions to be filled through merit promotion procedures shall be relevant to such positions.

6. Evaluation Panels:

a. When the Employer uses an evaluation panel, the evaluation panel will be comprised of at least three (3) subject matter experts. Each candidate will be evaluated using the quality ranking factors identified by the Employer, to include consideration given to awards received in the last five (5) years.

b. No member of the evaluation panel may transmit any information to any applicant or other unauthorized person.

7. Priority Considerations. Under law, regulations, and this agreement, supervisors are entitled to fill vacancies from any appropriate source. Supervisors will consider the relative merits of internal versus external candidates when filling vacancies. This consideration should be accomplished through informal discussion between the activity servicing staffing function and the selecting supervisor. AFMAN 36-203 and any applicable superseding directives establish the order of priorities that are observed when filling vacancies.

8. Selection Procedures:

a. All candidates on the internal merit promotion list will be referred to the selecting official in alphabetical order.

b. The selecting official must, as a minimum, review the experience, training and competencies of all those referred. If the selecting official chooses to interview, he/she may interview one or more of the candidates on the certificate. The Employer is responsible for conducting the interviews fairly and ensuring that interview questions are job related. Every effort should be made to obtain the same information from each candidate. If some, but not all, candidates are interviewed, the selecting official must document the reasons for not interviewing and method used to evaluate the remaining candidates (i.e., records review, reference check).

c. The selecting official has the right to select or not to select any candidate referred and must take action on the certificate within 30 calendar days. Selections will be made based on merit factors relating to the job to be filled.

9. Union Review of Competitive Actions:

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

b. The Union will provide the Employer with the name of the Union representative who is responsible for conducting the review and reason for the review on a case-by-case basis. The representative designated to conduct the review will not have been an applicant for the promotion file being reviewed, nor eligible for similar positions.

10. Details/Temporary Promotions:

a. Details of more than thirty (30) days shall be recorded in the Employees Official Personnel Folder (OPF) and copies of the record may be obtained by the Employee. Details of less than thirty (30) days will be documented in the Supervisors Record of Employee (AF Form 971).

b. If there is more than one qualified bargaining unit Employee who could perform the duties of a detail for 120 days or less, the Employer may solicit volunteers from all qualified candidates. The Employer is free to select from among volunteers without the benefit of competitive procedures for less than 120 days.

c. The detail procedure shall not become a device to afford certain individuals an undue opportunity to gain qualifying experience or to prevent others from gaining such experience. Selection for details shall be based solely on the requirements of the work and the qualifications of the selectee. The Employer agrees to consider the rotation of details to a higher level or in a different line of work among similarly qualified Employees on a basis consistent with merit system principles IAW OPM standards.

d. Temporary promotions may be made when an Employee is temporarily placed in a higher grade position, or in a position having known promotion potential when the Employee otherwise meets the qualifications for the higher level position. Placement of more than thirty (30) days but less than 120 days may be noncompetitive, but require a personnel action to be immediately submitted for processing. The Employee shall be paid commensurate with the position to which temporarily promoted. Temporary promotions of more than 120 days will be made based on competitive procedures.

ARTICLE 18 Training and Employee Development

1. Commitment to Training. The Parties recognize the value of a well trained work force and the need for a well planned and executed employee development program. The Parties agree that training efforts are to be aimed at improving job performance, providing for career development opportunities, and meeting the needs created by evolving technologies, changes in mission requirements or positions, and any special work-related needs of the Employees.

2. Employer. The Employer agrees to administer a training and employee development program that addresses immediate and long-range individual and organizational training requirements, and provides for the systematic identification of those needs in conjunction with the performance appraisal process. The Employer is committed to a long-term and continuous program to maintain and enhance the skills of the workforce through training and career development opportunities. The objectives of this program include, but are not limited to:

a. improvement of the performance of official duties as necessary in the Employees present positions;

b. continuous development of Employee knowledge, skill and ability to meet changes in organizational policy, mission, technology, structure, and equipment to build competency and maintain state-of-the-art specialized proficiencies;

c. provide opportunities for performance improvement to achieve and/or maintain acceptable standards of performance for Employees whose performance in their current position becomes unacceptable in one or more critical element(s), or who are struggling due to lack of training;

d. provide assistance for Employees adversely affected as a result of reorganizations, RIFs or personal disability to the extent allowable by law and regulations and within budget restraints;

e. provide specialized training in areas such as ethics, time-keeping, travel processing, alternative dispute resolution, etc.

3. Employee. As a part of the performance appraisal process each Employee will make known to his/her supervisor any training and/or development needs which the Employee proposes for the upcoming performance year. This information should include training and development the Employee believes would improve his/her ability to perform their current duties, to develop competencies required to meet the future needs of the organization, and any career development assistance the Employee would like to receive from the Employer. The Supervisor will review the needs expressed by the Employee and will finalize to include any further needs he/she deems appropriate in keeping with the overall objectives of training and Employee development outlined above. Employees are responsible for the following:

a. obtaining necessary approvals for requested training as far in advance of the course as is possible;

b. assuring that workload requirements are met in advance of scheduled training so that the absence from the worksite does not adversely affect mission accomplishment;

c. using the resulting knowledge, skill and/or ability obtained to the maximum extent possible in the performance of their duties, and sharing as appropriate with co-workers, supervisors and customers where process and/or overall performance improvement will result; and,

d. notifying the supervisor promptly in the event attendance at an approved training class, conference or symposium will not be possible so that the Employer may make maximum benefit of the opportunity and expenditure of funds by meeting refund deadlines or sending another Employee.

4. Training Announcements. The Employer will maintain and make available current information on training sources and courses available to Employees. Employee input into identifying possible sources of training is encouraged.

5. Equal Opportunity. Selection and approval for training will be accomplished in a fair and equitable manner and in accordance with the principles, policies and provisions of this Agreement which provide for non-discrimination. Employees who were denied training based on budget constraints and/or work priorities shall be afforded first consideration for subsequent offerings. The Employer agrees to provide accommodation for Employees with special requirements, such as sign language interpreter(s) from a qualified source, accessibility for wheel chair users, appropriate lighting, etc.

6. Employee Self-Development. The Employer encourages all Employees to enroll in educational and developmental programs on their own time and in pursuit of their own interests. To the extent that such efforts are related to the mission and functions of the Employer and meet applicable provisions of law and regulations, the Employer agrees to provide assistance to the Employee such as work schedule adjustments and financial support when such training or education is required by the Employer.

7. Scheduling. The Employer agrees to schedule training, meetings, seminars, and conferences during normal business hours (8:00 a.m. - 4:30 p.m.) and/or within core hours as appropriate to the fullest extent possible.

8. Expenses. The Employer agrees to extend every possible consideration to the reimbursement of expenses incurred by an Employee in attendance at officially authorized and approved training, meetings, conferences, after-hours self- development courses, etc. When the Employer approves the reimbursement of tuition for non-government training, the Employer is not required to include the cost of text books, but will normally do so.

9. Use of Equipment. Employees who are attending officially authorized and approved training courses may use academic aids such as calculators, computer equipment and printers in support of their training. The equipment will be used on site and during non-duty hours. Employees must coordinate the use of specific equipment and the timing of such use with their immediate supervisor.

10. Records. The Employer agrees to provide information and instructions to Employees for submitting education, license, language, occupational certification and experience updates for updating personnel records.

ARTICLE 19 Equal Employment Opportunity (EEO)

1. Policy. The Parties shall not in any way discriminate in favor of or against any individual regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, mental or physical disability, marital status, sexual orientation, politics, or any other criteria that are not job related, including favoritism based on a personal relationship, patronage, or previous EEO activities. The Parties recognize, support, and agree to adhere to the policy established by the Equal Employment Opportunity Act, the Civil Service Reform Act, and other controlling laws and regulations.

2. EEO Counselors. The name, location, and phone number of each EEO Counselor will be posted at sites where bargaining unit Employees are located. Employees and their representative will be given a reasonable amount of duty time to discuss allegation(s) of discrimination with a EEO Counselor.

3. EEO Information. The Employer will grant the Union access to all published EEO regulations and policies applicable to the Employer upon request.

4. Service for Employees with Disabilities. The Employer agrees to make reasonable accommodation for employees with physical and mental disabilities in accordance with applicable laws, rules and regulations.

5. Committee Members. The Union may appoint one (1) representative to the EEO committee.

ARTICLE 20 Classification and Core Personnel Document (CPD)

1. Policy: The Employer is responsible for determining the duty assignments of each position and for the accuracy and adequacy of each position description. A position description/core document states the principal duties, responsibilities, and supervisory relationships of a position for the purpose of providing information necessary for the proper classification (title, series, and grade) and for establishing the basic qualification requirements. Minor or incidental duties (duties not rated on) are not significant to the classification of the position or in determining the qualification requirements. There is no requirement to include minor or incidental duties in an employee's position description. The CPD shall be reviewed annually by the employee and supervisor, normally during the performance evaluation process. The phrase other duties as assigned shall not be used to regularly assign work to an Employee that is not reasonably related to his/her position description.

2. New or Revised Position Descriptions:

a. When an employee is assigned additional major, regular, and recurring duties, which are likely to exceed 12 months, not reflected in their position description, Management will revise the CPD to reflect the changes in accordance with this Article.

b. For new employees, or when a new CPD has been approved and classified, the supervisor and the employee will review and discuss the CPD and how it relates to performance expectations under Article 21 Performance Appraisals. With concurrence of the supervisor, the employee may have a Union representative present.

c. Performance elements and standards shall not be based on factors which are beyond the control of the employee.

3. Position Description Review Procedure:

a. Employee Request for Core Personnel Document Review: Any employee who feels that they are performing duties outside the scope of their CPD, or that the CPD is otherwise inaccurate, may make a written request to their immediate supervisor that the CPD be reviewed for revision. The total aggregate timeframe for the process in (1)–(3) below will not exceed 45 days, unless mutually agreed in writing.

(1) The employee shall make a summary of the inaccuracies and/or additional duties not described. The employee and supervisor will discuss whether or not to submit a new CPD.

(2) If the supervisor agrees that the CPD is inaccurate, a proposed CPD will be prepared. In preparing the proposed CPD, the supervisor will consider the employee's written and oral comments, if applicable. If further modifications of the proposed CPD occur prior to classification, the supervisor will discuss the changes with the employee.

(3) After the proposed CPD is completed, a CPD review package will be prepared and submitted to the Civilian Personnel Office by the supervisor for a classification review. A copy of the review package will be given to the employee. The personnel office will promptly forward the review package to the agency classification authority for action.

b. When a CPD review is initiated by Management (for example, new classification standards or supervisor perceives a change in duties), the supervisor will discuss proposed changes to the CPD and will consider feedback from the employee prior to submitting the new CPD for classification.

c. Management will communicate the classification determination to the employee within 15 days from the

time the classification is completed. The employee will be given a copy of the reclassified CPD, cover sheet, and, if applicable, the classifier's evaluation statement.

d. The employee may have Union representation during any discussions between the employee and supervisor/management related to the review and classification.

e. If the employee is not satisfied with the results of the review procedure, they may grieve the accuracy of the CPD in accordance with Article 6 Grievance Procedure. Classification appeals are addressed in Section 4 below.

f. Management shall refrain from temporarily reassigning an employee's work during the CPD review if the sole purpose for reassigning the work is to avoid reclassification of the employee's position.

4. Position Classification Appeal Procedure. When the accuracy of a CPD has been established under Section 3 and the employee believes their position is not properly classified as to title, series, and/or grade, the employee may file a position classification appeal. The employee may submit an appeal to the Department of Defense (DoD) or the U.S. Office of Personnel Management (OPM). Upon request, the Employer will provide appeal process guidance to the employee within 3 days of the request. All classification appeals to the DoD must be filed with the employee's supporting Agency classification authority. The Agency will verify that all required, original, hard copy documents are in the package, add their response to the package and mail the original package to DOD/OPM and send a courtesy copy to the employee.

Note: It is recommended that appeal packages be submitted to the Agency classification authority in order to appeal to DoD before appealing to OPM.

5. Actions Following Reclassification at a Higher Grade. If a review of a position or CPD reveals that there has been an accretion of duties that would result in the classification of a position at a higher grade, one of the following actions will be taken:

a. If Management decides to promote the employee, they will be promoted at the beginning of the first pay period after the position has been classified at the higher level, in accordance with Article 17, Merit System – Promotion and Details. In the event the promotion is delayed, Management will inform the employee of the reason for the delay and the pay period that the promotion will take effect.

b. If Management decides to eliminate and/or redistribute the grade controlling duties, the employee will be advised in writing of this decision within 14 days of the completion of the review, including a summary of the duties that are being removed.

c. If Management temporarily needs the employee to perform these higher graded duties, the employee will receive a noncompetitive temporary promotion, if otherwise eligible. Such temporary promotion will be effective at the beginning of the first pay period after the position has been classified.

ARTICLE 21 Performance Appraisals

1. Policy. It is the policy of the Employer that the performance appraisal process will be an integral part of the rating official/Employee relationship involving ongoing communication concerning performance in accordance with DoDI1400.25V431_AFI36-1002 and any applicable superseding directives.

2. Components of Employee Performance Plan:

a. Performance elements mean a mission-based work assignment that is essential to the overall success of the position. It is a work assignment or responsibility that is critical to the accomplishment of organizational goals and objectives and critical to overall success in the Employees position. Performance elements are individual Employee responsibility team or organizational results. Performance elements focus on the work assignment an Employee is expected to perform, and may be revised at any time to reflect changes in program, priorities, resources or other factors.

b. Organizational goals or objectives are pre-determined by the agency. It is a statement of the performance expectations or requirements necessary for achieving the position. The purpose of performance standards is to let the Employee and the rating official know those qualities that are important to successful performance in each performance element. Performance standards are also an important consideration in determining whether an Employee should be recognized with a quality step increase.

c. Together performance elements and performance standards make up the Employee performance plan. All performance plans shall be consistent with the duties and responsibilities of the Employees current position description, except in unusual circumstances. Performance elements and standards shall not be based on factors which are beyond the control of the employee.

d. The Employer agrees that the Union has an interest in the performance plan established for various occupations of bargaining unit Employees.

3. Development of the Performance Plan:

a. Rating officials and Employees are expected to communicate to the extent necessary to ensure common understanding of the meaning of Performance Elements.

b. The performance plan is in effect on the date it was signed or given to the Employee. If the Employee chooses not to sign, the rating official will document the date the plan was given to the Employee. Each employee shall be provided a copy of his or her performance plan on the effective date. Employees cannot be evaluated against the plan until the plan is in effect.

c. The rating period runs from 1 April to 31 March annually A performance plan must be prepared within sixty (60) days after the beginning of the rating period, or within sixty (60) days after the Employee has a significant change in performance elements (for example, by reassignment to a position with different duties).

4. Progress Reviews: A progress review is a discussion between the rating official and the Employee to review the employees progress toward achieving performance elements, to make any necessary revisions in performance elements, and to consider any developmental needs or performance improvement required.

a. At least two progress reviews will be conducted during the rating period on the Air Force Form DD Form 2906. At the Employees request the rating official will provide the employees an opportunity to discuss their performance. There is no mandatory timing for the two (2) Progress reviews should be spaced during the

rating period so the rating official and employee have a clear and ongoing understanding of the Employees progress, any assistance needed, and/or any changes that should be made to the performance plan. The rating official will also conduct progress reviews with Employees at any time during the rating year if the Employee is not achieving performance standards Progress review information will be considered in determining the annual appraisal.

b. While not required, the rating official is encouraged to document Employee accomplishments as a way of recognizing the Employees efforts and recording information that can be used in preparing the Employees summary rating at the end of the rating period. Such documentation should include an assessment of the way in which the Employee achieved his/her performance elements, for example, always met deadlines, work is consistently complete and accurate, goes above and beyond, exceeded expectations, etc.

c. At any time during the appraisal period that an Employees performance becomes unacceptable in one or more Performance Elements performance element the rating official must notify the Employee immediately. Documentation is required on the performance plan and the rating official must prepare a separate narrative which describes how the Employee is failing in the performance and how the employee must improve in order to achieve the performance standards The rating official must give a copy of the narrative to the Employee, keep a copy, and provide assistance to the employee in achieving performance standards. The Employer has the right to place the Employee under a formal performance improvement plan (PIP) in accordance with Article 22, Actions Based on Unacceptable Performance, at this time.

5. Performance Appraisals:

a. Performance appraisals shall be made in a manner consistent with merit system principles IAW OPM standards, and in accordance with 5 U.S.C. 4302 and DoDI1400.25V431_AFI36-1002 (including any applicable superseding directives). Performance plans shall be applied uniformly for like duties in like circumstances.

b. Appraisals shall be prepared annually. The appraisal shall be prepared and a copy provided to the Employee within sixty (60) days of the close of each Employees appraisal period.

c. Employees must work under a performance plan for at least ninety (90) days in order to be rated. Employees will be evaluated only for work actually performed or work reasonably expected to be performed during the rating period. An Employees performance appraisal will not be adversely affected by work not assigned or by work which the Employee was prevented from performing due to work related circumstances beyond the Employees control. The Employee is responsible for making the rating official aware of any work- related factors outside the control of the Employee which impaired achievement of the critical result(s) such as malfunctioning equipment, unpredicted additional work assignments, or any other unforeseen circumstances. The rating official must indicate Not Rated for the appropriate performance elements for work not assigned or not completed through no fault of the Employee.

d. The rating official may solicit Employee input before drafting annual performance appraisals. Employees are encouraged to provide input as a means to ensure the rating official is fully aware of the accomplishments and contributions made by the Employee during the performance appraisal period. In order to maximize the opportunity for informal resolution of appraisal disputes

e. Employees will receive their performance appraisal (signed by the rating and reviewing official) at the official performance appraisal interview At that time, the Employee shall be asked to sign that he or she has received the rating (the Employee is signifying only that he or she has received a copy, not that he or she agrees or disagrees with the rating).

f. Employees who receive an unacceptable rating will be given a formal Performance Improvement Plan

(PIP) and an opportunity period in which to demonstrate acceptable performance before the Employer can propose a performance based action.

g. The Employer will not ask Employees to backdate performance appraisals or work plans.

h. Relationship of appraisal process to performance based actions.

i. Within Grade Increases (WGI) will be administered in accordance with DoDI1400.25V431_AFI36-1002 and any applicable superseding directives.

ARTICLE 22 Actions Based on Unacceptable Performance

1. Pursuant to 5 U.S.C. 4303, an action based on unacceptable performance, for the purpose of this article, is the reduction in grade or removal of an Employee whose performance is at the unacceptable level. Unacceptable performance means the performance of an Employee that fails to meet established performance standards in one (1) or more critical elements of his/her position.

2. Prior to issuing a notice of proposed action based upon unacceptable performance, the Employer will provide the Employee an opportunity to demonstrate acceptable (5 CFR 432.104/370) performance. The Employer will provide a written notice to the Employee, in the form of a performance improvement plan (PIP). The PIP will:

a. Cite the critical elements for which performance is unacceptable.

b. Give specific instances of unacceptable performance related to the critical elements.

c. Cite the performance standards and describe the performance requirements that must be met in order to demonstrate performance at the acceptable level for each critical elements in which the Employees performance is unacceptable.

d. Describe the appropriate assistance that will be provided by the Employer to help the Employee improve his/her performance to the acceptable level.

e. State that the Employee will normally be given between 30-60 days and may be extended up to 90 days for an opportunity to demonstrate acceptable performance in his or her position.

f. Inform the Employee that unless his or her performance in the critical elements improves to and is sustained at an acceptable level, the Employee may be reduced in grade or removed. (5 CFR 431.104/370)

g. Provide for notification to the Employee during the PIP when PIP requirements are not being met.

NOTE: Neither the Union nor the Employee may grieve the notice described above. This does not preclude the Union or the Employee from filing an appropriate grievance on the performance appraisal.

3. Normally within 14 days of the end of the opportunity period described in the PIP, the rating official will notify the employee in writing whether the employee's performance has improved to the fully successful level in that critical element(s).

a. If it is determined that the Employees performance improved to the acceptable level, the supervisor will notify the Employee in writing that:

(1) his/her performance has improved to the acceptable level;

(2) his/her performance must be sustained at the acceptable level in the critical elements for which he/she was given an opportunity to improve; and

(3) he/she may be subject to a removal or reduction in grade under 5 CFR 432 if performance again becomes unacceptable in the same critical elements within one (1) year without the benefit of an additional improvement period.

b. If it is determined that the Employees performance during or following the PIP remains at the unacceptable level in the critical elements and the Employee was afforded an opportunity to demonstrate acceptable performance (5 CFR 432.105(a)), the supervisor will give the Employee a written thirty (30) day advance notice of any proposed action, reduction in grade or removal.

(1) The advance notice of proposed action will cite: (5 CFR 432.105(4)(i))

(a) The critical elements of the Employees position involved in each instance of unacceptable performance.

(b) The specific instance(s) of unacceptable performance by the Employee on which the proposed action is based; and

(c) The Employees right to representation by an attorney or other representative.

(d) The Employees right to answer the notice orally and in writing within 30 days of his or her receipt of the notice. Requests from an Employee or the Employees representative for extensions of the time limits for replying to notices of proposed action will be considered on a case-by-case basis.

(e) The name and title of the designated deciding official to whom the response is to be made.

(2) If an Employee makes an oral reply, the Employer will prepare a summary of the verbal reply, and will provide a copy to the Employee and/or the Union representative upon request. At the Employees request, a Union representative may be present during the verbal reply.

(3) The advance notice period may be extended for a period not to exceed thirty (30) additional calendar days by the rating official or his/her designee.

4. The decision to reduce in grade, remove, or retain an Employee must be made within thirty (30) calendar days after the expiration of the notice period. Decisions to reduce in grade, remove, or retain must be based on matters specified in the notice of proposed action. The deciding official must:

a. have decision reviewed and concurred at a higher level (normally the second-level supervisor) in the organization than the proposing official;

b. render a written decision which:

(1) considers any answer of the Employee and/or his or her representative in response to the agency proposal;

(2) is based only on those instances of unacceptable performance that occurred during the one (1) year period ending on the date of issuance of the advanced notice of proposed action;

(3) states the effective date of the action and is issued to the Employee at least seven (7) calendar days before the time the action will be effective;

(4) specifies the instances of unacceptable performance by the Employee on which the action is based; and

(5) informs the Employee of his or her appeal and/or grievance rights. (The filing of a grievance will not preclude or delay the action.)

5. If the Employer final decision is to effect an action based on unacceptable performance against a bargaining unit Employee, the Employee may appeal the decision to the Merit Systems Protection Board (MSPB) or file an EEO complaint in accordance with applicable law, or file a grievance under the negotiated procedures and is entitled to Union representation. Under no conditions may an Employee file a grievance and appeal an action based on unacceptable performance to MSPB or file an EEO complaint.

6. If an Employees performance within one (1) year following an opportunity to improve becomes unacceptable in the same critical result(s) for which the Employee was given the opportunity to improve, the Employer may propose reduction in grade or removal without giving the Employee an additional opportunity to demonstrate acceptable performance.

7. If an Employee performs at the acceptable level for one (1) year or more from the beginning of the notice of opportunity to improve, and the Employees performance again becomes unacceptable in any performance elements, the Employer shall afford the Employee an additional opportunity to demonstrate acceptable performance before deciding whether to propose reduction in grade or removal.

8. If the Employees performance improves during the performance improvement period and he/she is not reduced in grade or removed, any entry or other notation of the unacceptable performance will be removed from any record relating to the Employee after one (1) year of acceptable performance (5 U.S.C. 4303(d)).

9. If the Employee wishes the Employer to consider any medical condition which may contribute to a performance problem, the Employee may furnish medical documentation of the condition during the time period for reply (5 CFR 432.105(a)(4)(i)(c)(iv)). At the time a decision is rendered, the Employer will provide the Employee with information about disability retirement, if the Employee has the requisite years of service, IAW 5 CFR 752.404(f) as well as any superseding law. An Employees application for disability retirement shall not preclude or delay any other appropriate personnel action except for removal. When the proposed action is removal, the Employer agrees to extend the proposal notice period up to the amount of time equal to the Employees sick leave balance if the Employee provides evidence of application for disability retirement within the initial thirty (30) day notice period. The extended period may include any period of leave for which the Employee receives through approved leave share donations. The Employee will be placed on sick leave/during the extension. In no case will the extended notice period go beyond the OPM decision on the application for disability retirement. If approved, the Employee must effect his/her retirement within two (2) weeks or the period ends. If disapproved, the extended proposal period will end two (2) weeks after the date of the disapproval.

ARTICLE 23 Disciplinary and Adverse Actions

1. Policy. While the parties agree progressive discipline should be utilized to the greatest extent possible, each employee's work performance and disciplinary history is unique. With that in mind, the penalty for an instance of misconduct should be tailored to the facts and circumstances. The procedures described in this Article will be used for disciplinary and adverse actions and, when practical, will be taken on a progressive and constructive basis. Employees will normally be given oral warnings and/or written counseling prior to the administration of formal disciplinary measures.

The Parties agree that emphasis should be placed on preventing situations which may result in disciplinary action. The Parties also agree that the objective of disciplinary measures is to correct, rehabilitate, and maintain discipline and morale among the other employees. Accordingly, it is the policy of the Employer that the minimum penalty which can reasonably be expected to achieve these objectives will be administered. However, nothing in this agreement shall preclude the Employer from imposing more severe disciplinary action when deemed appropriate for a major offense based on the individual circumstances of a given case. All formal disciplinary actions shall be effected in a prompt, fair, and equitable manner with each employee's rights fully protected. In deciding what, if any, penalty is appropriate, the employer should consider the Douglas Factors, listed below, and any other factors that may be relevant in the particular case.

Douglas Factors:

-The nature and seriousness of the offense and its relation to the Employees duties, position, and responsibilities.

-The Employees job level and type of employment, including supervisory or fiduciary role.

-Any past disciplinary record.

-The past work record, including length of service, performance, ability to get along with fellow Employees, and dependability.

-The effect of the offense upon the Employees ability to perform satisfactorily and on supervisor's confidence.

-Consistency of the penalty with those imposed on other Employees for the same or similar offenses.

-Consistency of the penalty with any applicable agency table of penalties.

- The notoriety of the offense or its impact on the agency reputation.

-The clarity with which the Employee was on notice of any rules violated in committing the offense or had been warned about the conduct in question.

-Any potential for rehabilitation.

-Mitigating circumstances surrounding the offense.

-The adequacy and efficacy of alternative sanctions to deter such conduct in the future by the

Employee or others.

No Employee will be the subject of disciplinary action except for reasons that will promote the efficiency of the service. Discipline of Employees will be consistent with applicable laws, regulations and this Agreement, and be administered in a manner consistent with merit system principles IAW OPM standards and based on a preponderance of the evidence.

2. Investigation, Inquiry:

a. Prior to taking disciplinary action, the official issuing the letter or notice, or his or her designee, shall undertake an inquiry attempt to obtain pertinent facts relating to the disciplinary situation. The "inquiry" is the initial phase of an investigation to determine whether further investigation or discipline is warranted.

b. To the extent practicable, the official conducting the inquiry will try to obtain information directly from the affected employee, before contacting others.

c. The affected employee(s) or Union may request information about the status of an inquiry or administrative investigation at any time, but not the substance. Management will promptly respond to these requests. The response will specify whether the inquiry or investigation has been closed or when closure is expected, if known.

d. The employee may, in accordance with Article 3 Employee Rights, be represented by the Union. Employees of the unit are entitled to Union representation at all discussions and upon request must be given an opportunity to secure a representative. If involved in a discussion with Management or an agency investigator, the employee may terminate the discussion and be allowed adequate time to secure a representative.

e. Once Management has been notified that the Union is representing the employee(s) in reference to a specific matter, Management will notify the representative of any additional meetings with the employee(s) relevant to that matter. This notification will allow reasonable time for the representative to attend the meeting(s). A copy of any correspondence to the employee from Management will be sent to the Union representative at the same time as it is sent to the employee.

f. Criminal investigations: The provisions of this article do not apply to criminal investigations.

3. Disciplinary Actions. A disciplinary action for the purpose of this Article is an Oral Admonishment, Letter of Reprimand or Suspension of fourteen (14) calendar days or less.

a. **Oral Admonishments**:

(1) Shall be documented in the Supervisor's Work Folder, commonly referred to as the AF Form 971, The Employer shall inform the employee of the reasons for the admonishment and the facts that led the Employer to the conclusion that such action was warranted.

(2) The Employer will make a brief entry on the appropriate Supervisor's Employee Brief to document the action and date of occurrence.

(3) The employee will sign and date the entry to acknowledge receipt of the action.

(4) The Admonishment will be maintained for up to one year in the AF Form 971.

(5) The supervisor will notify the employee when the documentation has been deleted from the employee's AF Form 971.

(6) The employee may subsequently file a written grievance at Step 1of the Negotiated

Grievance Procedure.

b. **Letter of Reprimand, Suspensions for 14 Days or Less**. An Employee against whom a Letter of Reprimand or Suspension of fourteen (14) calendar days or less is proposed is entitled to:

(1) a fifteen (15) calendar day advance written notice that provides the following information:

(a) the specific reason(s) for the proposed action, including regulatory and/or legal cites;

(b) an explanation of the Employees right to be represented by an attorney or Union representative;

(c) an explanation of the Employees right to answer orally and/or in writing within ten (10) calendar days after receipt of such notice, and to submit affidavits or other evidence in support of his/her answer, including medical documentation to support any medical condition alleged to have contributed to the misconduct upon which the proposed suspension is based;

(d) the name and title of the management official (deciding official) to whom any response(s) should be addressed and who will make the final decision; and

(e) a statement signed by the Employee to acknowledge his or her receipt of the letter and the date of the receipt.

(f) two (2) copies of the proposed action. The additional copy may be provided to the Employees Union representative at the Employees discretion.

(2) review or copies, or have a designated representative review or obtain copies, the material relied upon to support the reason(s) given in the proposed action and be provided a copy upon request. The name and address of the person who can arrange the review or copies will be included in the proposal action.

(3) be approved to use a reasonable amount of duty time, based on the complexity of the case, to review all the evidence and the material relied on to support the charge(s), to secure affidavits or other written statements, and to prepare an answer to the notice. In order to use official time, the Employee must be in an active duty status and must obtain approval in advance from the immediate supervisor.

(4) A written decision at the earliest practicable date that:

(a) considers only the reason(s) specified in the notice of proposed action.

(b) considers any response made by the Employee or the Employees representative, any medical or other documentation furnished, and any entitlement to reasonable accommodation under 29 CFR 1614.203(c).

(c) specifies the reason(s) for the decision.

(d)specifies the employees right to file a grievance under the negotiated grievance procedure.

(e) includes a statement to be signed by the Employee to acknowledge his or her receipt of the letter and the date of the receipt.

(5) After carefully considering the evidence and the employee's response, if any, including any mitigating factors, the deciding official shall decide:

(a) To withdraw the proposed action.

(b) To institute a lesser action.

(c) To institute the proposed action.

(6) The Employee will be provided two (2) copies of the decision. The additional copy may be provided to the Employees Union representative at the Employees discretion.

(7) Reprimands will remain in an Employee's OPF for up to two (2) years from the date on the action.

(8) Suspensions will remain in an employee's OPF indefinitely.

4. Adverse Action. An adverse action for the purpose of this Article refers to a **Suspension for more than 14 days, Removal, Reduction in Grade or Pay**, not at the Employees request, or a **Furlough of thirty (30) days or less**. Adverse Actions are grievable under Article 6 Grievance Procedure or appealable to the Merit Systems Protection Board.

The following procedures will be followed:

NOTE: The employee entitlement and notice content for these actions will include the items described in Section 3(b) above, with the following exceptions or additions:

a. The Employee will receive thirty (30) days advance written notice unless there is a reasonable cause to believe that the Employee has committed a crime for which a sentence of imprisonment may be imposed (5CFR 752.404(d)(1)) or the furlough without pay is due to unforeseeable circumstances or sudden emergencies requiring immediate curtailment of activities (5CFR 752.404(d)(2)); and

b. The received written decision will state the Employees right to either appeal the decision to the Merit Systems Protection Board (MSPB) or the EEOC if applicable, or to file a grievance under the negotiated grievance procedures, but not both. The Employee will also be informed that he/she will be deemed to have exercised his/her option to raise the matter under one procedure at the time that the Employee files a timely written grievance or files a written appeal under applicable MSPB procedures. The Employer will deliver the notice of decision at or before the time the action will be effective. The Employee will be provided two (2) copies of the decision. The additional copy may be provided to the Employees Union representative at the Employees discretion.

c. **ACTIONS BY THE DECIDING OFFICIAL**. The deciding official will base the decision upon the evidence available. If the deciding official determines any of the charges cited in the proposal notice are not sustained by the evidence, those charges may not be relied upon in deciding on the appropriate action. The deciding official must then determine whether the sustained charges warrant the action proposed. The deciding official has the authority to:

(1) withdraw the proposed action;

(2) to reduce the proposed penalty, but may not impose a more severe action than that proposed;

(3) to effect the proposed action; or

(4) to propose or implement an abeyance, last chance or other form of agreement.

5. Union Representation. Bargaining unit Employees are entitled to Union representation during investigations under the provisions of Weingarten rights. The Union has a right to be present at a meeting related to disciplinary and adverse actions that meets the definition of a formal discussion, and upon the Employees request, at the presentation of any oral reply.

6. Confidentiality. Disciplinary and adverse actions are matters of personal privacy and will be accomplished confidentially. Interviews and inquiries will be conducted privately and in such a manner as to minimize personal embarrassment of bargaining unit Employees. The number of persons involved in a particular action will be decided on the individual need-to- know. Information relating to such actions will only be released to individuals with a legitimate need-to-know, or upon the signed authorization of the Employee.

7. Time Frame for Replies. The periods of time for reply or decision indicated in the procedures above may be extended by mutual agreement of the Parties. Each request for an extension will be considered on its own merits and on a case-by-case basis. If requested by the Employee, a local Union representative may be present during an oral reply.

8. List. The Employer will provide the Union with an annual summary of disciplinary and adverse actions of bargaining unit Employees. This list shall include the position held, Section Bargaining Unit Status, proposed charge and final decision/action.

ARTICLE 24 Awards and Recognition Program

1. The Employer and the Union agree that substantial benefits will occur through energetic sponsorship and maintenance of an awards program and that wards will be distributed in a manner consistent with merit system principles IAW OPM standards. The Awards and Recognition Program is designed to encourage all Employees to share actively in improving Government operations; enhancing productivity and creativity; and achieving personal job satisfaction through providing timely recognition to those whose job performance and adopted ideas benefit the government and are substantially above normal job requirements.

2. The Program shall be administered in accordance with appropriate laws, rules, regulations, and AFI 36-1004 (including any superseding instructions), and the provisions of this Agreement. The Employer will provide the Union with a copy of the current agency Guidance.

3. The Employer will provide an annual list of awards presented to the Union which will include organizational location, series, grade, and type of award.

4. When an Employee performs exceptionally and receives an award, the award will be processed promptly and a congratulatory letter or award certificate will accompany the award.

5. The Awards and Recognition Program allows for the acknowledgment of contributions that lead to achievement of organizational, team, or individual results through the use of monetary awards, non-monetary recognition, and honor awards. Management will schedule an appropriate award presentation for an employee.

ARTICLE 25 Contracting-Out

1. General:

a. Management agrees to provide the Union an opportunity for pre-decisional involvement related to review of commercial activities and A-76 processes pursuant to Office of Management and Budget Circular A-76. Management will notify the Union of functions planned for study concurrently with notice to field Management and will consider their input.

b. In accordance with Article 11 Negotiations, Management agrees to notify the Union when a decision is made to contract out work that affects the working conditions of Bargaining Unit employees and will negotiate implementation, as appropriate.

c. Management will notify the Union of any change in applicable law, rule, or regulation relating to contracting out work that affects either the Union or Bargaining Unit employees.

d. Prior to conducting any cost comparison study of Bargaining Unit work, Management may consider innovative alternatives such as High Performance Work Organizations, Business Process Reengineering, etc.

2. Upon request, Management will provide the Union representative with all available and releasable information.

3. Management will provide an opportunity, upon request, for a Union representative in the "walk through" by bidders of the function undergoing a cost study or a contracting decision that affects Bargaining Unit employees.

4. The Union, upon request, may attend public bid openings and review independent Government estimates at the time of openings. They also may review in-house cost estimates under the provisions of the A-76 Circular.

5. Management will provide appropriate assistance to employees adversely impacted by contracting out decisions. Parties may negotiate specific appropriate arrangements.

6. Management will post a notice to the workforce about employee responsibilities in regard to reporting fraud, waste, and abuse related to contracted services.

7. Management agrees to provide the Union an opportunity for pre-decisional involvement related to development and implementation of in-sourcing guidelines.

ARTICLE 26 Health and Safety

1. Introduction. The Parties understand and agree the 479th Flying Training Group is a tenant unit on Pensacola NAS and are subjected to safety inspections, findings, reports and corrective action outside the immediate control of the Employer. In keeping with that relationship, the Employer agrees to promote working conditions that protect the environment, provide safe working conditions, and develop a safety conscious work force. The Employer will comply with applicable Federal laws and regulations relating to the safety and health of Employees. All Employees are responsible for the reporting of unsafe conditions, broken or malfunctioning equipment, and hazards to health and safety as soon as the conditions are identified. The Union and the Employer will cooperate in these efforts by encouraging Employees to work in a safe manner and to obey established safe practices and established directives.

2. Inspections. The Employer shall conduct an annual safety and occupational health inspection of all work areas affecting conditions of employment of bargaining unit employees. These inspections will include air and water quality, air flow, temperature, lighting, and other environmental factors. A copy of the findings and results shall be furnished to the Union. A Union representative may accompany the Employer's representative, may participate, and shall be on official time during the inspection. The Employer will notify the Union of the name of the Employer's representative and the date of the annual inspection 30 days in advance when possible. The Employer retains the right to perform emergency inspections and act upon its findings without advance notice. If produced, a report will be provided to the Union as soon as practicable following the emergency inspection. In addition to the annual inspection initiated by the Employer, bargaining unit Employees may report possible unsafe working conditions to the Employer when discovered. A Union representative may accompany the Employer's representative on inspections resulting from Employee/Union reports and shall be on official time during the inspection.

3. Known Hazards. Employees and the Union are to be notified as soon as practicable of known hazards in the work place affecting bargaining unit Employees. Following the initial report of a hazardous situation, an investigation will be conducted by the Employer. The Employer will take the appropriate action to deal with any problems which may be revealed by the inspection. The Employer will provide the Union with a report of the inspection and actions taken.

a. Employees may decline to perform their assigned task(s) because of a reasonable belief that, under the circumstances, a task(s) poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures established in accordance with applicable regulations. At the request of an Employee or the Union, the Employer will investigate alleged unsafe working conditions. Employees must return to their duty station and the performance of the task assigned following a determination that an area is safe.

b. Appropriate personal protective clothing and safety equipment shall be provided by the Employer. The Employer shall also consider the Union's recommendations concerning the provision and use of protective clothing and safety equipment. Protective clothing and safety equipment may include, but is not limited to, safety glasses and goggles, safety shoes, noise suppressors, dust and respiratory protection equipment, hard hats and suitable work gloves. Safety equipment and protective clothing furnished by the Employer will be modified as necessary or replaced when no longer serviceable. The safety equipment will be serviced and replaced in accordance with the manufacturer's recommendations. The Employer will ensure that Employees are provided with training in the use of safety equipment and other safety procedures as applicable. The Employer recognizes special needs of Employees with disabilities and will provide them with appropriate equipment, information, and time to provide reasonable accommodations.

c. Each Employee is responsible for observing all safety precautions; for adhering to all written and oral safety instructions; for reporting unsafe practices and conditions to his/her supervisor; and for properly maintaining and using protective equipment and clothing issued by the Employer. Employees failing to

comply with these requirements may be subject to disciplinary actions.

d. The Employer will maintain updated Material Safety Data Sheets (MSDS) on all hazardous material used and will ensure that all protective equipment and safety precautions listed on the MSDs are in place. The sheets will be located where the material is stored and in areas where the material is used. Employees using the material will have access to the MSDs and will be provided copies, upon request. The Parties agree hazardous materials use will be under the following guidelines:

(1) The Employer will use the most environmentally friendly materials for operations that require the use of hazardous materials.

(2) The Employer will ensure the proper disposal of hazardous wastes.

(3) Supervisors and Employees who work with hazardous materials will be trained in environmentally safe uses and practices.

(4) The Employer agrees to obtain updated information regarding the environmental aspects of hazardous materials handling, and amend its practices on an annual basis.

(5) The Employer will inventory all environmentally hazardous material in the workplace annually for the purpose of proper disposal of any hazardous material no longer in use.

4. Fire Drills. The Employer shall conduct fire drills in accordance with applicable laws and regulations. Emergency evacuation plans will be posted in appropriate locations. All Employees will be notified in the event of an evacuation. In the event of an emergency, the use of a "buddy system" is strongly encouraged for hearing-impaired Employees. In the event of an emergency, supervisors and handicap monitors will ensure the evacuation of Employees with disabilities. For safety reasons, supervisors, particularly those on the night shift, should be conscious of the location of their Employees; and Employees are expected to keep their supervisors informed of their whereabouts at all times.

5. Safety Committee. The Union shall be afforded the opportunity to attend and participate in safety (SE) and health meetings, studies and surveys normally attended by 479th FTG SE representatives. The Union may appoint a representative to serve as a full participant in matters relating to health and safety on official time.

6. Training. Union representatives may attend health and safety training sessions provided by the Employer.

7. Job-Related Traumatic Injuries and Occupational Disease. The Federal Employees Compensation Act (FECA - 5 U.S.C. 8101 et seq.) is administered by the Office of Workers Compensation Programs (OCWP) of the U.S. Department of Labor and provides compensation benefits to civilian Employees of the United States for disability due to personal injury sustained while in the performance of duty or to employment-related disease.

a. In the case of an injury, the Employee should first obtain emergency medical or first aid treatment as appropriate.

(1) Employees should report all job-related injuries to their supervisor as soon as possible. The Employee should indicate if he/she wants to file a claim with OWCP. If so, the Employee or the supervisor may obtain all appropriate forms from the Injury Compensation Program Administrator (ICPA) in the Civilian Personnel Office or on the Department of Labor (DOL) Web Page. (Note: The forms must be filed with OWCP within thirty (30) days after the incident which led to the injury.) The Employee, the supervisor and any witnesses(s) should promptly complete the appropriate portion of the form.

(2) An Employee who sustains a disabling traumatic job-related injury may request continuation of pay (COP) for the period of disability (absence from work) not to exceed forty five (45) calendar days from the date of injury, or may request annual or sick leave. It is the Employees responsibility to promptly notify the supervisor of any request for COP or to indicate the type of leave to be used. The supervisor may not authorize COP until a completed CA-1 is received from the Employee. COP may be terminated if the Employee fails to provide medical documentation regarding the injury and medical documentation supporting the disability in connection to the injury within thirty (30) days.

(3) The Employee should obtain an authorization for medical treatment (CA-16) prior to going to the doctor when a non-emergency situation and may be authorized within 24 hours in emergency situations. The Employee should take the CA-16 with them when seeking medical treatment.

b. Compensation for loss of wages beyond the period of COP may be claimed by filing the appropriate form with OWCP.

8. Serious Accidents and/or Fatalities. For serious accidents and/or fatalities involving an employee, the following procedure will be followed:

a. Initial release of information to the media or public will only be made by the responsible Management official. No release to the media or public will be made until next of kin has been notified.

b. The Union will be notified as soon as practicable of any administrative investigation.

c. OSHA will be notified immediately of any fatal accident.

d. The Union will be provided copies of all publically releasable reports and investigations related to serious accidents or fatalities upon request after the Management review process is complete, which is normally within 60 days of the incident. If Management denies release, the Union may seek the information through other appropriate means.

9. Safety Meetings. Each work unit will hold meetings that contain safety topics on a regular basis. This does not preclude the need for more safety discussions.

ARTICLE 27 Partnerships, Collaborative Labor-Management Relations, & Pre-Decisional Involvement

1. Consistent with the preamble of this Agreement and the principles of a collaborative Labor-Management working relationship, the Parties agree to work in cooperation, and they encourage parties at all levels to adopt and practice collaborative labor relations to enhance the principles of mutual: trust, accountability, understanding, and respect.

2. Partnership Councils:

a. The Parties serve as full partners to identify problems and craft solutions to better serve the Agency's employees, mission, and the public.

b. The parties at the Local have the authority to establish Partnership Councils at that level.

c. The members of each Partnership Council are the designated representatives of Management and the Union. The size and any specific objectives of a Partnership Council will be established jointly.

d. An attempt will be made to use consensus- and interest-based problem solving to resolve all the issues the Partnership Councils agree to address.

e. Upon mutual agreement, the parties may discuss any issues in Partnership even if they involve Management or Union rights. However, decisions and agreements reached by the parties in Partnership are binding on the parties to the extent permitted by law and government wide rule or regulation, or required by executive order.

3. Collaborative Relations:

a. The parties are encouraged to engage in informal and formal processes to identify problems and craft solutions to better serve the Agency's employees, mission, and the public.

b. Use of interest-based problem solving techniques to resolve issues outside of the Partnership Council is strongly encouraged.

c. Decisions and agreements reached by the parties in collaboration are binding on the parties to the extent permitted by law and government wide rule or regulation, or required by executive order.

4. Pre-Decisional Involvement. The parties will notify one another of emerging topics or initiatives that may affect conditions of employment as soon as practical unless mitigating circumstances prevail. They are encouraged to become pre-decisionally involved in an effort to facilitate the early identification and resolution of issues and provide the opportunity for participants to add value to the outcome.

5. Changes to Organizations and/or Redistribution of Duties:

a. Management should inform the Union about proposed changes before a final decision is made on the following matters:

(1) The establishment or abolishment of any position(s) resulting in changes to the organizational structure that may affect bargaining unit employees. and/or

(2) The redistribution of ongoing duties among existing positions that substantially affects more than one position in such a way that it requires modification of the position descriptions in accordance with Article 20 Classification and Core Personnel Document.

b. In discussing such information, Management will include plans for identifying any individual bargaining unit position for abolishment.

c. If issues associated with the above changes are not resolved collaboratively between the parties, and when Management determines to make such changes, they will notify the Union and negotiate as appropriate. Note that not all matters discussed under pre-decisional involvement are subject to negotiations under Article 11 Negotiations. The parties are advised to evaluate the negotiability of issues not resolved collaboratively before proceeding with negotiations.

6. Resources:

a. The parties are encouraged to use resources from various sources in pursuing a collaborative Labor-Management relationship, including the formation and maintenance of Partnership Councils, Labor-Management Committees, or other forums.

b. The ability to resolve issues by consensus is important to effective collaborative relations. The parties are encouraged to obtain training in interest-based problem solving, FLRA statutory training, and alternative dispute resolution.

ARTICLE 28 Telework

1. Policy. Management will consider a telework request, the manager and employee must examine the job requirements. Some jobs can be performed almost 100 percent off-site, most jobs require a certain amount of time at the office. Jobs that require the employee to perform a daily, hands-on service for others are not adaptable to telework. Management is responsible for deciding if the position is one that is appropriate for off-site work and for examining both the content of the work and the performance of the employee. Management may require an alternative work arrangement in unusual circumstances, such as natural disasters or working conditions that compromise employee safety.

2. Telework. The term 'telework' or 'teleworking' refers to a work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work.

Eligibility of Employees. Management should begin with a presumption that all positions are appropriate for Telework. Generally, employee participation is voluntary and subject to management approval. An employee may not telework if the:

a. Employee has been officially disciplined for being absent without permission for more than 5 days in any calendar year; or

b. Employee has been officially disciplined for violations of Standards of Ethical Conduct for Employees of the Executive Branch.

3. Written Agreements. Employees are required to obtain the approval of management, in the form of an approved Telework Proposal/Agreement (DD Form 2946), before working at a telework center, at home or at another approved location on a recurring, scheduled basis.

4. Voluntary Participation. Participation in the telework program is voluntary except under specific emergency situations.

5. Salary and Benefits. Salary and benefits will not change if they are approved for participation in the telework program.

6. Time and Attendance. The employee will transmit their Time and Attendance Report to their supervisor. The supervisor will certify the time and attendance hours worked at the official duty station and the alternate workplace and forward to the organization's timekeeper.

7. Leave. The supervisor or appropriate authorizing official except in emergency situations must approve leave taken during the scheduled telecommuting work hours in advance.

8. Overtime. Overtime will be worked only when ordered or approved by the supervisor, in advance. Working overtime without such approval may result in termination of this telecommuting privilege and/or other appropriate action.

9. Performance. The supervisor establishes work requirements, as appropriate, and may require regular status reports. A performance rating of Unsatisfactory will be grounds for canceling the Telecommuting Work Proposal/Agreement.

10. Programmatic Changes. If participation in the telework program interferes with organizational and/or programmatic needs, the telework agreement may be cancelled with proper notification.

11. Equipment and Supplies. The employee will protect any Government-owned equipment and will use the equipment consistent with the Office Equipment Policy. As appropriate, the Agency will install, service, and maintain Government-owned equipment. The employee will install, service, and maintain any personal equipment used. The Agency will provide and/or reimburse the employee for necessary office supplies and also reimburse the employee for official long distance telephone calls if a government long distance calling card has not been authorized for official use.

12. Safety and Computer Security Certifications. For approved home-based telework arrangements, the employee must complete the Safety and Computer Security Self-Certifications (Exhibit 02, Parts A and B) to ensure that proper safety issues are addressed; the employee will protect Government data from unauthorized access in accordance with Privacy Act regulations; and protect data and the network from unauthorized access.

13. Telework Area. The work area should be adequate for the performance of official duties.

14. Alternative Workplace Costs. The Agency will not be responsible for any operating costs that are associated with the employee using his or her home as an alternative work site, for example, home maintenance, insurance, or utilities. However, the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided by statute and regulations.

15. Injury Compensation. Federal Employee's Compensation Act provisions apply to persons performing official duties at the official duty station or the alternate worksite. The supervisor must be notified immediately of any accident or injury that occurs at the alternate worksite. The supervisor will investigate such a report immediately.

16. Disclosure. Government/Agency records should be protected for unauthorized disclosure or damage and should comply with requirements of the Privacy Act of 1974.

17. Standards of Conduct. Federal standards of conduct apply to employees working at an alternative work site.

18. Cancellation. After appropriate notice to the supervisor, the employee may resume working his or her regular schedule at the official duty station. After appropriate notice to the employee (generally 30-day advanced written notice; however, shorter notice may be given as the result of work-related changes or circumstances), the supervisor may instruct the employee to resume working a regular schedule at the official duty station.

19. Other Action. Nothing in this agreement precludes the Agency from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this agreement.

20. Training. The Agency will ensure that an interactive telework training program is provided to:

a. Employees eligible to participate in the telework program of the agency;

b. All supervisors of teleworkers

ARTICLE 29 Voluntary Allotment of Union Dues

The Employer will process requests for dues allotment and revocation for Employees in the bargaining unit, as described below:

1. The Union will obtain its own supply of SF-1187's Request and Authorization for Voluntary Dues Allotment of Compensation for Payment of Employee Organization Dues, and furnish them to eligible members who request them.

2. The Union President will normally certify on each form submitted, the standing of the Employee and the amount to be withheld. In the absence of the President any Officer of the Local or Business Representative of NFFE may sign. The completed form is sent to Civilian Personnel Office (CPO) who certifies that the Employee is eligible for Union membership. The CPO will ensure that the form is forwarded to the payroll office for processing. Allotments must be effected no later than the second full pay period after receipt of the SF-1187 by the CPO.

3. The Union President or Secretary/Treasurer shall notify the Civilian Pay Section in writing when the Local dues structure changes. The Civilian Pay Section will ensure the change is effected by DFAS not later than the second full pay period after receipt of the notice sent by the Union. The dues structure may be changed no more than twice in any twelve (12) month period.

4. The Employer will promptly notify the Union when an Employee on voluntary dues allotment becomes ineligible as a member of the bargaining unit. The Union will promptly notify the Employer if a member of the Local is expelled from the Union. The CPO, upon verification that an Employee is ineligible or has been expelled, will ensure that the voluntary dues allotment is terminated within two (2) pay periods.

5. The Employer agrees that a biweekly remittance will be issued to the Union and forwarded to the designated NFFE National Secretary-Treasurer. The remittance will be issued at the close of each pay period for the amount of dues withheld through Employees voluntary dues allotment during that pay period. The remittance will be forwarded immediately upon issuance along with a listing of the members and the amounts withheld for that pay period. At the time of the EFT, the payroll office will ensure a listing of the members and the amounts withheld for each are sent to the NFFE National Secretary/Treasurer.

6. The Union will provide notification when there is a change to the designated financial officer for the Local. The notification will be via memorandum to the appropriate individual in the payroll office with a copy to the CPO.

7. Any member of the bargaining unit may revoke a voluntary dues allotment by completing an SF-1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues. The form must be submitted directly to the CPO. The request must be submitted within thirty (30) days prior to the anniversary date of the signature on the Employee SF-1187. If the request is not submitted within thirty (30) days prior to the anniversary date, it will not be processed and, the Employee may not submit the form until within thirty (30) days prior to the Employees next anniversary date.

The CPO will verify that the SF-1188 is properly submitted and will ensure it is forwarded to the payroll office. Revocation of the Employee Voluntary Dues Allotment will be effected no later than two full pay periods following the Employee anniversary date. The Union will be provided a copy of the Employees SF-1188. The Employer agrees to provide an SF-1188 to any Employee who requests the form.

8. The Employer agrees not to charge the Local, or any member of the bargaining unit for the processing of voluntary dues allotment as described in this Article. The Employer further agrees to continue to provide this service as long as it is not against an order of a competent authority and National Federation of Federal Employees holds exclusive recognition.

ARTICLE 30 Pre-notification for Unfair Labor Practice Charge

1. The Parties agree that prior to filing an Unfair Labor Practice (ULP) charge, the charging party will serve written notice (of the provision of 5 USC 71 and a narrative) of the alleged ULP charge on the other party. The charging party may file a ULP charge any time after providing the pre-notification.

2. If the charged party requests the opportunity to discuss the issue(s), the parties will begin discussions as soon as possible but no later than 14 days after the charge is filed, unless more time is mutually agreed to. The parties are encouraged to resolve the issue in the pre-notification stage.

3. The parties will have full authority to mutually agree to any procedures necessary for resolution.

4. Amendment of the ULP charges on the same issue will not necessitate a new pre-notification of said charges. However, the parties are encouraged to discuss and try to resolve the issues(s) that gave rise to the amendment.

5. Neither party has the authority to waive or extend the 6-month statutory filing requirement.

6. If a ULP charge is filed with the Federal Labor Relations Authority (FLRA), the charging party may request the FLRA to allow the parties additional time to attempt resolution before proceeding.

ARTICLE 31 Medical Qualifications

1. The Parties have an interest in legitimate oversight functions with respect to the employees' continuing medical fitness for duty, in accordance with 5 CFR Part 339. Medical standards and associated tests shall be established in accordance with the Office of Personnel Management regulations (5 CFR 339) and shall be applied uniformly. Possession of the FAA second-class medical certificate is the minimum medical standard required by the Office of Personnel Management. The rationale for the FAA first-class medical certificate every fifth year is justified by the specific duties of the GS-2181 series employees assigned to the 451st FTS position as documented below.

2. The AF Form 2992, Medical Recommendation for Flying or Special Operational Duty, is an administrative form that communicates the Agency medical examiner's recommendation to the commander via the Host Aviation Resource Management (HARM) Office. The AF Form 2992 will not contain a member's protected health care information.

3. All medical examinations required by the Agency shall be scheduled on duty time, and employees shall be reimbursed for mileage expenses and parking fees in accordance with applicable regulations. Time spent by an employee participating in a medical examination, evaluation or review, shall be considered hours of work for purposes of determining any entitlement to overtime pay.

4. The Employer agrees to make a reasonable effort to avoid scheduling employees to serve as aircrew members on the same day the individual undergoes a required physical.

5. An employee shall be furnished by the Agency within 5 days of a written request with a copy of their periodic or other physical exam report(s) or record(s) related to any examination(s) or other evaluation(s) by the agency. A copy shall be provided at no expense to the employee. This applies only to material in the possession of U.S. Air Force.

6. No expense shall be borne by the employees for Agency required medical exams. Tests performed by an employee's own physician shall be paid for by the agency only when specifically authorized by U.S. Air Force medical personnel. All exams and requests for information shall be based on sound medical justification. If U.S. Air Force medical personnel cannot determine an employee's medical status (cleared/not cleared) without additional testing, the cost of the additional testing will be borne by the Agency.

7. Any psychological examinations of bargaining unit members shall be ordered in accordance with 5 CFR 339.301(e).

8. Medical information is confidential and is to be shared only with individuals with a bona fide "need to know" for the proper and efficient conduct of agency business. Normally, such information will not be shared with an employee's first or second level supervisor. These supervisors will normally only be notified that an employee has cleared or has not cleared the medical screening and of any medical limitations or restrictions that arise as a result of the medical exam.

9. In accordance with regulations and policies, employees may provide supplemental information from their private physician or other professional medical provider for consideration in making medical qualifications determinations.

10. The Employer agrees that determinations of eligibility for employee medical clearance and/or waivers to the medical certificate shall be granted on solely medical factors, and shall indicate the employee is medically qualified to perform flight duties. Any limitations provided for by waivers shall be communicated to the employee in writing. If no such limitations are imposed, this information will also be

communicated to the employee in writing.

11. **ANNUAL MEDICAL REQUIREMENTS:**

a. Instructor pilots are required to maintain at least a current FAA second-class medical certificate, obtained at Agency expense, issued by an FAA certified Aviation Medical Examiner (AME).

b. Instructor pilots will obtain an FAA first-class medical certificate instead of the second-class medical certificate on their first FAA medical exam after every fifth birthday upon reaching age 35 (i.e., after their 35th, 40th, 45th, etc., birthdays).

c. The Agency will provide employees a USAF medical clearance for flying duty (AF Form 2992) on the basis of the presentation of a valid FAA second-class (first-class when required) medical certificate. The expiration date on the AF Form 2992 will be the last day of the twelfth month after the month of the date shown on the FAA medical certificate. Any restrictions included on the FAA medical certificate will be transferred to the AF Form 2992.

12. **CONTINUING MEDICAL MANAGEMENT PROCEDURES:**

a. Instructor pilots will contact the Agency medical examiner via email, telephone or in person prior to performing further flying duties, if any of the following occurs:

1) The employee has reason to believe that a change in their current medical condition, medication, or treatment might result in their being unable to meet the requirements of their FAA medical certificate.

2) The employee has asked to be removed from the flying schedule, or asked not to be placed on the flying schedule, for medical reasons for a period longer than three consecutive work days, or longer at supervisor's discretion.

3) The employee has been treated by an outside health care provider for a medical condition not previously reported or considered as part of their last FAA physical.

4) The employee has a medical condition which they are self-treating, or have self-treated, using over-the-counter (OTC) medications that are not authorized for flight, within 24 hours of a scheduled flight activity. OTC medications authorized for flight are listed on the Official Air Force Approved Aircrew Medications list. The Agency will provide an updated list to the Instructor pilots as changes occur.

5) When directed by a supervisor based on observed or reported medical conditions which may cause performance deficiencies.

b. When required by paragraph 6a. above, the Agency medical examiner will make a determination of the employee's current medical fitness to perform flying duties. Employee placement on a medically restrictive "Duties Not Including Flying" (DNIF) status will be at the discretion of the Agency medical examiner.

c. To make an appropriate determination, the Agency medical examiner may request to conduct a medical examination, review employee treatment records or request the employee obtain a new FAA medical certificate. Employees are not obligated to discuss any medical conditions, accept the Agency's medical examination or provide treatment records to an Agency medical examiner. In these cases, the employee will be required to present a new FAA medical certificate to be returned to flying status.

d. Employees may seek medical treatment from the Agency medical examiner. The Agency medical examiner may provide treatment on a case-by-case basis as workload permits.

e. Agency medical examiners will not maintain medical records from outside providers for any Agency

employee. Any medical records provided to the Agency medical examiner for the purposes of being returned to flying status shall be returned to the employee.

13. LOSS OF MEDICAL QUALIFICATIONS:

a. If an employee in the operations specialty temporarily fails to meet the required medical qualification standards, as diagnosed by competent medical authority, the employee shall be allowed to remain in 451 FTS position. The 451 FTS employee shall have the opportunity to regain medical qualification in a reasonable amount of time, normally one (1) year.

b. The Flight Surgeon shall consider all available medical information before issuing a permanent medical disqualification. Employees must assume the expense of any self-initiated examinations to support review actions.

c. As diagnosed by a competent medical authority, an employee who permanently fails to meet required medical qualification standards:

(1) shall receive consideration for placement in other positions of equal or highest available lower grade for which the employee is qualified in accordance with applicable laws, government-wide regulations.

(2) may seek and be granted a waiver, with or without limitations, of the medical standards as appropriate.

(3) may request an accommodation (See 13 below)

(4) may apply for disability retirement under applicable government wide regulations.

14. Any reasonable accommodation required for a person to perform their normal duties, including computer hardware, software, or other equipment or devices used to enable the employee to perform the work of the position, will be procured by the Agency when required by the Rehabilitation Act (as amended) or applicable provisions of the Americans with Disability Act.

15. At least once annually, the Employer shall provide medication guidelines including restricted medications to the Union. These guidelines are not a comprehensive or all-inclusive list of all medications that restrict employees from performing flight-related duties.

16. JUSTIFICATION FOR MEDICAL REQUIREMENT:

a. The 479th Flying Training Group (479 FTG) has a requirement that all its GS-2181 Series employees in the 451st FTS meet a higher medical standard than is normally required of civilian pilots operating under the privileges of the Commercial Pilot license.

b. Currently, the civilian T-1A pilots supporting the 479 FTG operate as a single pilot in a heavy, complex multi-engine turbine jet aircraft that requires, both by FAA certification and T-1 A Technical Manual, a minimum crew of two: pilot and co-pilot. Further, the Air Force has placed responsibility for the lives of up to 5 additional active duty aircrew members on the shoulders of this single civilian pilot in command. In this respect, the 479 FTG's T-1A flying mission is a high risk operation.

c. Historically, the Air Force successfully trained the great majority of its Combat Systems Officers (formerly Navigators, Weapons Systems Officers, and Electronic Warfare Officers) without putting undergraduate students in a primary crew position (such as the co-pilot position). Rather, the Air Force trained them in the jump seat or aft cabin of an aircraft operated by two rated pilots. The fact that the current Undergraduate CSO (UCSO) Syllabus requires the student to perform flight duties

in the co-pilot position, replacing one of the rated pilots, is the result of a deliberate corporate Air Force decision made following the consolidation of all training into the universal CSO program. The Air Force made this decision for three primary reasons. First and foremost, training the UCSOs in a primary aircrew position (co-pilot, as opposed to jump seat, for example) provided a higher-quality, more professional military aviator -with higher levels of judgment, airmanship, and decision-making skills. Moreover, this training helped the Air Force identify those students with the capacity to succeed in demanding follow-on aircrew training, and it helped students make informed decisions with respect to irrevocable career choices. By training the UCSO as a co-pilot in the T-1A, the Air Force graduates higher quality airmen with a higher likelihood of success in follow-on training. In summary, the Air Force determined the benefits of providing flying training for its CSO force in the T-1A co-pilot position were sufficient to accept the increased risk of operating the aircraft with only a single rated pilot.

d. In the process of determining ways to mitigate the increased risk of operating the T-1A with only a single pilot, the Air Force identified sudden pilot incapacitation as the most significant medical issue. For example, with the majority of the syllabus including flights in the high-speed low-level environment characterized by small margins for error, even a momentary pilot incapacitation would be catastrophic. Consequently, the Air Force has a significant interest in ensuring its 479 FTG civilian pilots do not suffer from clinically significant cardiac abnormalities. The Air Force has a reasonable and justifiable requirement for a medical standard and examination process that assures operational leadership of a healthy civilian pilot population with reasonable assurances of the absence of potentially catastrophic cardiac abnormalities.

e. The Air Force acknowledges the need to satisfy this medical requirement while also complying with OPM guidelines and medical standards for GS-2181 series employees. The Air Force also recognizes that the FAA second-class medical certificate is the minimum required for civilian pilots operating under the privileges of the Commercial Pilot certificate, which is the certificate required of the civilian pilots supporting the 479 FTG flying training mission. However, the second-class medical certificate does not give 479 FTG or Air Force leadership the level of confidence it requires, based on the level of assumed operational risk, with respect to the absence of clinically significant cardiac abnormalities.

f. The Air Force believes that a periodic FAA first-class medical certificate would provide its operational leadership with the appropriate level of confidence in the health of the 479 FTG civilian pilot force. Currently, the Air Force requires all of its active duty pilots over the age of 40 to receive and pass an electrocardiogram to demonstrate the absence of clinically significant cardiac abnormalities. The Air Force believes a similar standard is required for the civilian pilots supporting the 479 FTG flying training mission. Therefore, the Air Force has established a medical standard for civilian T-1A pilots supporting the 479 FTG as follows: the FAA first-class medical certificate shall be required for all pilots upon initial hire, after reaching their 35th birthday, and after reaching every fifth birthday thereafter; the FAA second-class medical certificate shall be required at all other times. The Air Force believes this standard is reasonable, necessary, and supportable, and well within the guidelines provided by OPM.

SIGNATURE PAGE

Signed this 26th day of August 2019 at the 479th Flying Training Group, Pensacola Naval Air Station, Pensacola, FL.

FOR THE EMPLOYER:

MICHAEL DIXON
Labor Relations Officer
Chief Negotiator

FOR THE UNION:

ELIZABETH PITTALUGA
National Business Representative
Chief Negotiator

Approved by the Department of Defense on September 13, 2019.

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