

**NEGOTIATED AGREEMENT  
BETWEEN  
POPE ARMY AIR FIELD  
AND  
AMERICAN FEDERATION  
OF  
GOVERNMENT EMPLOYEES  
LOCAL 1770**

**EFFECTIVE DATE: 12 January 2018**

## Table of Contents

Article	Description	
	Preamble	4
	Witnesseth	5
1	Recognition of Coverage	6
2	Provisions of Law and Recognition	7
3	Definitions	8
4	Rights and Obligations of Employees	10
5	Rights and Obligations of the Employer	12
6	Rights and Obligations of the Union	14
7	Hour of Work and Basic Work Week	16
8	Alternate Work Schedules	19
9	Credit Hour Program	22
10	Overtime and Compensatory Time	23
11	Telework	25
12	Lunch and Rest Periods	31
13	Holidays	32
14	Annual Leave	33
15	Sick Leave	35
16	Family Medical Leave	36
17	Other Leave and Absence	40
18	Employee Services	43
19	Electronic Official Personnel Folders (EOPF)	44
20	Performance Evaluation	45
21	Merit Promotion	51
22	Civilian Drug Testing	53
23	Civilian Employee Assistance Program (EAP)	54

<b>Article</b>	<b>Description</b>	
24	Adverse Weather Conditions	56
25	Training and Employee Utilization	58
26	Details and Temporary Promotions	59
27	Reduction In Force (RIF)	60
28	Position Management and Classification	62
29	Occupational Health and Safety (Change to OSH)	63
30	Environmental Differential/ Hazardous Duty Pay	64
31	Equal Employment Opportunity	66
32	Contracting Out	67
33	Union – Management Meetings	68
34	Travel	69
35	Child Care	70
36	Reasonable Accommodation	71
37	Disciplinary Actions and Adverse Actions	72
38	Grievance Procedures	74
39	Arbitration	81
40	Unfair Labor Practice	84
41	Information Request	85
42	Official Time and Union Representation	86
43	Negotiations	89
44	Changes to the Agreement	92
45	Facilities and Bulletin Boards	93
46	Payroll Deductions of Union Dues	94
47	Copies of the Agreement	96
48	Duration of the Agreement	97
	Signature Page	98
	Appendix	99
	Compressed Work Schedule Request Form	
	Flexible Work Schedule Request Form	

## **PREAMBLE**

In accordance with Chapter 71 of Title 5 of the U.S. Code, and subject to all applicable statutes and regulations, this negotiated Employer-Union Agreement, hereinafter called the Agreement, is entered into by and between the Pope Army Air Field, North Carolina, hereinafter referred to as the “Employer,” and the American Federation of Government Employees, Local 1770 AFL-CIO hereinafter referred to as the “Union.”

## WITNESSTH

Whereas, the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

Whereas, the well being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

Whereas, the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

Whereas, subject to law and the paramount requirements of public service, effective labor-management relations within the Federal service require a clear statement of the respective rights and obligations of the parties.

Now, therefore, the parties agree hereto, as follows:

## **ARTICLE 1**

### **RECOGNITION AND COVERAGE**

The Employer recognizes the Union as the exclusive representative of the following certified unit of employees:

Included: All General and Wage schedule employees of Pope Army Air Field, North Carolina.

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

## **ARTICLE 2**

### **PROVISIONS OF LAW AND REGULATION**

SECTION 1. In the administration of all matters covered by this agreement, officials and employees are governed by existing and future laws, regulations of appropriate government-wide authorities (e.g., OPM, OMB, GAO, EEOC), Title 5 of the Code of Federal Regulations, published agency policies and regulations in existence at the time this agreement is approved, and subsequently published agency policies and regulations required by law or by regulations of above-stated government-wide authorities.

SECTION 2. The fact that there are published agency policies and regulations in existence at the time the agreement is approved does not preclude the Union from requesting to meet and negotiate on any agency policy and regulation.

## ARTICLE 3

### DEFINITIONS

The following definitions shall apply to this Agreement:

- A. Collective Bargaining. The performance of the mutual obligation of the Employer and the Union to meet at reasonable times and to consult and negotiate in a good faith effort to reach agreement with respect to conditions of employment affecting unit employees. This obligation does not compel either party to agree to a proposal or to make a concession.
- B. Condition of Employment. Personnel policies, practices, and matters whether established by rule, regulation, or otherwise affecting working conditions as defined by law.
- C. Consultation. Dialogue either oral or written between the Employer and the Union which unlike negotiation does not require mutual compromise. The purpose of consultation is to provide the Union an opportunity to express its views and offer recommendations for consideration by the Employer.
- D. Negotiation. Negotiation is defined as good faith bargaining between the Employer and the Union with the objective of reaching written agreement with respect to personnel policies and practices and matters affecting working conditions, insofar as may be appropriate under applicable laws, regulations and published policies.
- E. Union Representative. Means an individual designated in writing by Local 1770 to represent employees in the bargaining unit as indicated in Article 40 of this Agreement.
- F. Commander's Representative. The individual designated in writing by the Employer for the purpose of administering the Labor-Management Program and this Agreement. Currently that individual is the Civilian Personnel Officer.
- G. Stewards. Stewards are persons designated in writing by Local 1770 as specified in this Agreement.
- H. Employee(s). All employees of the recognized bargaining unit represented by the Union, as stipulated in Article Section 1 of agreement.
- I. Civilian Personnel. Refers to the Civilian Personnel Section throughout this agreement.
- J. Grievance means any complaint:
- (1) By any unit employee concerning any matter relating to the employment of the employee;
  - (2) By the Union concerning any matter relating to employment of unit employees;
  - (3) By any unit employee, the Union or the Employer concerning:

- (a) The effect or interpretation, or a claim of breach of this Agreement; or
- (b) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

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

L. Management official means an individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency.

M. Seniority means an individual’s length of service as determined by that individual’s Service Computation Date (SCD) as indicated on the civilian leave and earnings statement.

N. PAAF means *Pope Army Air Field*.

## **ARTICLE 4**

### **RIGHTS AND OBLIGATIONS OF THE EMPLOYEES**

**SECTION 1. UNION MEMBERSHIP:** Nothing in this agreement shall require an employee to become or remain a dues paying member of the union or to pay any dues money to the union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

**SECTION 2. INTERNAL UNION BUSINESS:** Each employee has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union, or to refrain from any such activity and each employee shall be protected in the exercise of these rights. However, activities performed by any employee relating to the internal business of the Union (including the solicitation of membership, elections of Union officials, attending Union meetings, and/or collection of dues) shall be performed during the time the employee is in a non-duty status.

**SECTION 3. SUPERVISORY ACCESS:** Each employee is entitled to know who their immediate supervisor is and will have reasonable access to the supervisor during duty hours. In the event an employee receives work instructions which conflict with directions issued by the employee's immediate supervisor, the employee may request clarification from their supervisor if readily available. If the supervisor or their alternate is not readily available, the employee will follow the instructions given by the official of the Employer.

**SECTION 4. FINANCIAL LIABILITY:** In accordance with current government property except where the loss, damage, or destruction of such property is the result of negligence or willful misconduct on the part of the employee as determined by a Report of Survey or other appropriate administrative process.

**SECTION 5. EMPLOYEE OBLIGATIONS:** Employees are obligated to:

- A. Actively participate in and promote programs designed to improve work performance, methods, and conditions.
- B. Conscientiously perform assigned duties.
- C. Comply with applicable standards of conduct.
- D. Cooperate and strive to maintain good working relations with their supervisors, fellow employees, and customers.
- E. Be polite and courteous.
- F. Participate in conducting education programs in order to maintain professional competency and keep abreast of change.

**SECTION 6. PROFIT/NON-PROFIT ENDEAVOR'S:** Employees will not engage in or become involved in any private business, profit-making or non-profit-making endeavor on official duty time or by using Government facilities or equipment.

SECTION 7. WEIGARTEN RIGHTS: The Union shall be given the opportunity to be represented at any examination of a unit employee by a representative of the Employer in connection with an investigation if:

- A. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
- B. The employee requests representation.

## **ARTICLE 5**

### **RIGHTS AND OBLIGATIONS OF THE EMPLOYER**

**SECTION 1. MANAGEMENT RIGHTS:** Subject to Section 2 of this Article, nothing in this agreement shall affect the authority of any management official of the Employer:

- A. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer; 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 the Employer's operations shall be conducted;
  - (3) With respect to filling positions, to make selections for appointments from:
    - a. Among properly ranked and certified candidates for promotion;
    - b. Any other appropriate source; and
  - (4) To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

**SECTION 2.** Nothing in this Article shall preclude the Employer and the Union from negotiating:

- A. At the election of the Employer, 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 Employer will observe in any authority under this Article; or
- C. appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

**SECTION 3. EMPLOYERS REPRESENTATIVE:** The Employer's designee for purposes of administering this Agreement and the Labor-Management Relations Program at Pope Army Air Field is the Civilian Personnel Officer or their designee. The designee will address all queries concerning the Employer's interpretation of activity-wide personnel policies and practices and matters affecting working conditions.

SECTION 4. MANAGEMENT NEUTRALITY: Management Officials and Supervisors will maintain a position of neutrality with regard to questions of dues paying membership or non-dues paying membership of subordinates in the Union.

SECTION 5. DONATIONS TO CHARITY: Management Officials and Supervisors will not require employees to invest their time, talent, money, or donate to charity, or participate in activities not related to their employment.

SECTION 6. INVESTIGATORY PROCESS: The employer should remember that the employee being investigated can be a valuable source of information during any investigatory process.

SECTION 7. ANNUAL NOTICE: The Employer will annually inform the employees of their Weingarten Rights.

## **ARTICLE 6**

### **RIGHTS AND OBLIGATIONS OF THE UNION**

**SECTION 1. UNION RIGHTS:** The Union has the right to represent all employees in the Bargaining Unit.

**SECTION 2. EXPRESSING UNION CONCERNS:** The Union has the right to present its views to the employer on matters of concern which affect bargaining unit employees. The Union shall be entitled to act for, and to negotiate agreements covering all employees in the bargaining unit and recognizes the responsibility for representing the interests of all such employees without discrimination and without regard to Union membership in matters covered by this Agreement.

**SECTION 3. FORMAL DISCUSSIONS:** The Union has the right to have a Union representative present at formal discussion or meetings between one or more representatives of the Employer and one or more Employees in the unit or their representatives concerning any grievance, personnel policy, practices, or other conditions of employment.

**SECTION 4. UNION OBLIGATIONS:** The Union shall encourage employees to actively support the Employer's effort to remain fiscally sound, eliminate waste, conserve materials, and supplies, improve the quality of workmanship, and discourage tardiness, absenteeism, and carelessness. The Union shall encourage employees to actively participate in and promote programs designed to improve work methods and conditions. Conscientiously perform assigned duties; comply with ethical standards of conduct; cooperate and strive to maintain good working relations with their supervisors and fellow employees; be courteous to the public; and recognize the need to participate in continuing education programs in order to keep abreast of changes.

**SECTION 5. NATIONAL REPRESENTATIVES:** Authorized representatives of the AFGE National Union will be allowed to visit the installation at reasonable times on appropriate Union business, provided the President AFGE Local 1770, request such access, in writing, to the Civilian Personnel Officer and identifies the purpose of such access to the Employer. The employer must approve the visit in writing prior to the visit. Further, the AFGE National Union official must provide proper identification to the Employer and is subject to the laws, rules, or regulations governing security and confidentiality.

**SECTION 6. INTERNAL UNION BUSINESS:** The Union will ensure that employees who engage in internal Union business, such as soliciting membership, collecting dues, election of officers and Union meetings is conducted while such employees are in a non-duty status or on approved leave.

**SECTION 7. STRIKES, SLOWDOWN, AND PICKETING:** Union agrees:

- A. Not to call, or participate in, a strike, work stoppage, or slowdown, or picketing of an agency in a labor-management dispute;
- B. Not to condone any activity described in subparagraph (A) of this paragraph by failing to take action to prevent or stop such activity; and
- C. to abide by the provisions as outlined in 5 USC Chapter 71.

**SECTION 8. PERSONNEL LISTINGS:** The Civilian Personnel Office will quarterly furnish the Union a complete and up-to-date personnel listing of names, grades and positions titles of all employees within the bargaining unit. The listing will also show their duty location.

**SECTION 9. NEW EMPLOYEE ORIENTATION:** The Union will be notified when new employee orientation will take place and will be given the opportunity to give a presentation at that time.

## ARTICLE 7

### HOURS OF WORK AND BASIC WORKWEEK

#### SECTION 1. DEFINITIONS:

For the purpose of this Article, the following definitions apply except where altered by negotiated Alternate Work Schedules (AWS). Where AWS have been negotiated, the shifts will be governed by written Agreements/MOUS. The “Alternative Work Schedules” Article this Agreement contains information, procedures, and limits on implementing an AWS for bargaining unit employees.

- a. Administrative Workweek: A period beginning Sunday at 12:01 a.m. through the following Saturday at 12:00 p.m. (midnight), seven (7) consecutive calendar days.
- b. Basic Workweek: Normally a period of five (5) 8-hour calendar days, Monday through Friday when possible, and the two days outside the basic work week are consecutive. Some employees may be assigned to staggered start times within shifts (see Section 4 of this Article for the descriptions of the shifts) to efficiently match variable workloads.
- c. Shift: The normal shift at Pope AAF is an eight (8) hour work period scheduled in advance, which occurs on a day in the workweek of an employee, for which an employee is paid.
- d. Workday: Eight (8) paid hours of work scheduled over not more than 9 hours in a day. A day is defined as a 24 hour period that begins and ends at midnight.

#### SECTION 2. SHIFTS:

Normally, shifts at Pope AAF will be as follows:

- a. First Shift: To begin not earlier than 6:00 am or later than 9:00 am.
- b. Mid Day Shift: To begin not earlier than 9:30 am or later than 2:00 pm.
- c. Second Shift: To begin not earlier than 2:30 p.m. or later than 7:30 pm.
- d. Third Shift: To begin not earlier than 10:00 p.m. or later than 1:00 a.m.

NOTE: Employees should not be scheduled to start a shift within eight (8) hours of completing their previous shift.

#### SECTION 3. EMPLOYEE REQUESTS:

- a. Requests to Change Shifts. Employees of an individual work unit may, if desired by a majority of the employees, request to have their preference in shifts. Such requests will be

in writing and will be provided to the Union for transmittal to the Employer. The Union will provide the employees' proposed shift plan to the Employer. Upon receipt of any such request the Employer will consider the matter and provide the Union a decision within fifteen (15) calendar days of receipt of the request. All requests will be carefully considered by the Employer and balanced against the need to have employees with certain skills available to meet the organization's mission.

(1) If the request is approved by management, employees will select their preference of shifts and management will consider the employee's preference; knowledge, skills, and abilities; and/or seniority in the work-unit.

(2) Individual employees may make a written request through the Union to change to a vacancy left on another shift. Management will give great weight to the union's position on the request as they balance efficiency against the employee's performance, skills, and time in the organization. The Employer will use civil service time in the unit to decide between multiple employees if all applicants are equally capable of filling the vacancy.

- b. Staggered Report Times. Employees may make a written request to change their staggered report time through the Union. The union will decide whether the request is in the best interest of the workforce and will submit to the Employer if they conclude it is. Management will give great weight to the union's position on the request as they balance efficiency against the employee's performance, skills, and time in the organization. The union will be informed of management's decision within 15 calendar days of the receipt of the request from the Union.
- c. Basic Workweeks. Employees may make a written request through the Union to change their basic workweek to another basic workweek already being used within their organization on an attrition basis only. Example: SAT - THUR for MON – FRI. Management will give great weight to the union's position on the request as it balances efficiency against the employee's performance, skills and time in the organization. Management will notify the Union of its decision within 15 calendar days of receipt of the request from the Union.
- d. Exchanging Days Off. Employees in a particular work unit may request to exchange their days off based on mutual consent. Such written requests may be granted by the Employer consistent with work requirements, provided that work scheduling is not adversely affected and the Employer does not incur an obligation to pay any form of additional compensation.

#### SECTION 4. ROTATING and PERMANENT SHIFT SCHEDULES:

- a. Employees in a particular work unit may, if desired by a majority of the employees, request to change shift schedules to have permanent shifts in lieu of rotating shifts, or vice versa. Such requests will be in writing and will be provided to the Union for transmittal to the Employer. The Employer will carefully consider the request and provide the Union a

written decision within 30 calendar days of receipt of the request from the Union.

- b. Qualified employees will be allowed to express their desire for a particular shift if the request for change in shift schedules, made in accordance with subparagraph a, above, is implemented. When shifts are initially established within a work unit, shift schedules and shift times will be made based on employee preference, in order of Service Computation Date, from among equally qualified employees. Thereafter, involuntary assignments to fill out shifts will be made by considering Service Computation Date. After shift schedules are established, changes in shift schedule or times will be based on civil service time within the work unit.
- c. The Employer will notify the Union in accordance with the "Negotiations" Article, if the Employer decides to change rotating shifts to permanent, or vice versa.

**SECTION 5. EMPLOYER CHANGE IN SHIFT AND DUTY HOURS:** The Employer shall notify the Union in writing and the employees of changes in shift and duty hours. This notification normally will be two weeks in advance of the contemplated change but may be less than two weeks when the Employer would be negatively impacted in carrying out its functions or that costs would be substantially increased as set forth in 5 USC 6101 (a) (3) and 5 CFR 610.121(a). Notification will be given by posting notices on bulletin boards which are located so as to give adequate notice to employees. For employees on authorized leave of absence, notices of such changes will be given by phone or mail to the address given by the employee prior to commencing leave of absence or his emergency notification address.

**SECTION 6. INTERRUPTION OR SUSPENSION OF OPERATIONS:** It is agreed that when employees in the unit are relieved from duty by the Employer during their regularly scheduled tour of duty during their workweek due to the interruption or suspension of operations, they shall be paid for the hours without any part of the day charged to their annual leave account. In cases of interrupted or suspended operations, employees will not be required to use annual leave unless so notified before the end of their shift immediately preceding the one in which they are to be placed on leave. An employee in such cases may elect LWOP in lieu of annual leave. In the event such notification is not made on a scheduled workday, such notification shall be made at least 24 hours in advance. When a decision is reached to close all or part of the activity and an administrative order is issued to excuse employees from duty without charge to leave or loss of pay, such decision will be communicated to employees as expeditiously as possible.

## ARTICLE 8

### ALTERNATIVE WORK SCHEDULES

SECTION 1. PURPOSE: The parties agree that an Alternative Work Schedule (AWS) program enables employees to better balance their work and family responsibilities, thereby increasing employee effectiveness and job satisfaction while decreasing turnover rates and absenteeism. The parties further agree that agency mission accomplishment is of primary concern. Therefore, an AWS cannot reduce the productivity of the agency; diminish level of services furnished to the public by the agency; or increase the cost of agency operations (other than a reasonable administrative cost relating to the process of establishing a flexible or compressed schedule).

#### SECTION 2. Terms and Definitions:

- A. Alternative Work Schedules (AWS): Work schedules made up of flexible or compressed schedules.
- B. Core Hours: Employees must be present for duty or in an approved leave status during core hours. Core hours are normally two (2) consecutive hours of work during each four (4) hour work period and are established by supervisors as part of a Flexible Work Schedule.
- C. Flexible Work Schedule/Flextime (FWS): A work schedule that consists of ten (10) workdays of eight (8) hours each within the biweekly pay period, with varying starting and ending times and core hours. Once selected, the hours are fixed until the employee obtains supervisory approval to select different starting and stopping times. Credit hours, as defined in the "Credit Hour" Article, may be authorized with this schedule.
- D. Maxiflex: A type of flexible work schedule that contains core hours on fewer than ten (10) workdays in the biweekly pay period and in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established for the organization.
- E. Gliding Schedule: A type of flexible work schedule in which a full-time employee has a basic work requirement of eight (8) hours each day and 40 hours in each week, may vary starting and stopping time each day and may change starting and stopping times daily, with supervisory approval, within the established flexible hours.
- F. Compressed Work Schedule (CWS): A work schedule that consists of a total of 80 hours worked over less than 10 workdays in a biweekly pay period. Examples are:
  - (1) 5-4/9 Plan: The 5-4/9 Plan consists of a total of 80 hours in nine (9) working days, limited to nine (9) hours per day during eight (8) days of the biweekly pay period and 8 hours on the 9th day to complete the basic requirement for the two-week period.

(2) 4-10 Plan: The 4-10 Plan is a work schedule of ten (10) hours per day, four (4) days a week.

(3) 6-12-8 Plan: The 6-12-8 Plan is an eighty (80) hour bi-weekly basic work schedule that includes six (6) twelve (12) hour workdays and one (1) eight (8) hour workday.

G. Flex Band Hours: Under an approved FWS program, employees may vary their arrival, departure, and lunch times within these hours. Employees working a flexible schedule will be allowed to arrive and depart from work during the workday as approved by their supervisor.

**SECTION 3. EMPLOYEE REQUEST PROCEDURES:** Each employee desiring to work under an AWS plan must submit a written request to his/her supervisor for a decision using the request forms attached as Appendix A to this Agreement. The employee will obtain the union's concurrence on the employee's request prior to submitting it to the supervisor. The supervisor will normally approve or disapprove the request within 15 calendar days. The Department shall act upon these requests as soon as possible. AWS is a voluntary program and individuals not wishing to participate may remain with their 8-hour a day/5-day a week work schedule. Individuals and the Union will be provided the reasons for denial of a requested AWS option, in writing.

**SECTION 4. SENIORITY:** If more than one person wants a certain schedule or wants the same non-workday, the tie-breaking determinant will be total seniority using Service Computation Date (SCD) for leave purposes.

**SECTION 5. EMPLOYEE CHANGES TO AWS:** Once an individual is approved for an AWS option, the employee can submit to their supervisor a written request to change his AWS option at any time in accordance with Section 3 of this Article.

**SECTION 6. LEAVE WITH AWS:** An individual who takes annual or sick leave will be charged for the number of hours he is regularly scheduled to work that day. For example: An employee who is on a 5-4/9 CWS takes annual leave on a day he is scheduled to work nine (9) hours. He will be charged for nine (9) hours of annual leave. An employee who is on a Maxiflex schedule will be charged the number of hours of leave required to cover the core hours established as part of their approved AWS.

**SECTION 7. AWS TERMINATED:** An individual's participation in an AWS may be involuntarily terminated for mission requirements. Normally a two (2)-week written notice will be provided to the individual and the Union when such termination is required. The Employer will provide the Union notice when it believes an AWS schedule should be terminated. The AWS will remain in place in until the parties' obligations under the "Negotiations" Article is completed.

**SECTION 8. MISSION RELATED ADJUSTMENTS:** AWS will be suspended to fulfill mission requirements or so that employees can attend and/or conduct training when the times of

the training would conflict with their normal AWS schedule. An employee will continue to participate in the AWS plan while in travel status unless there is a need to change the work schedule, for example, the hours of operation at the travel site differ from those of the employee.

#### SECTION 9. ADDITIONAL INFORMATION:

A. Under an FWS program, a full-time employee who performs regularly scheduled non-overtime work, a part of which is performed on Sunday, is entitled to Sunday premium pay for the entire daily tour of duty, not to exceed eight (8) hours. A full-time employee on a CWS who performs non-overtime work during a tour of duty, a part of which is performed on Sunday, is entitled to Sunday premium pay for his entire tour of duty on that day.

B. The Employer will provide a reasonable amount of time consistent with the nature of the work performed for the employees to clean, turn in, or put away tools or government property and equipment in their possession, and for cleanup as required by applicable regulations.

## **ARTICLE 9**

### **CREDIT HOUR**

**SECTION 1. GENERAL:** Credit hours are those hours in excess of the employee's flexible work schedule which are performed at the employee's election and with the approval of the employee's supervisor as to the number of credit hours to be worked.

**SECTION 2. CREDIT HOURS:** Credit hours are hours of work performed at the employee's election; they are distinguished from overtime and compensatory time off in that they do not constitute overtime work (that is, work in excess of eight (8) hours in a day or forty (40) hours in a week which is officially ordered in advance by Management). The employee receives no additional pay for credit hours and such hours are credited to his account for future use subject to the provisions of this Article.

**SECTION 3. PROCEDURES FOR REQUESTING CREDIT HOURS:** Normally, the employee will request to work credit hours prior to working the credit hours. The request will be submitted to their immediate supervisor, if the immediate supervisor is absent the request will be submitted to the next level supervisor. The request will be documented in writing and will include the following information: (a) a description of the job, task, or project; and (b) an estimate of the time required. Employees may not work credit hours beyond the approved total or for different jobs, tasks, or projects without written approval.

**SECTION 4. CREDITS HOURS EARNED:** Credit hours are earned (worked) and charged in fifteen (15) minute increments. Credit hours may be earned (worked) on a daily basis not to exceed three credit hours (3) per day.

- A. A full-time employee on a flexible schedule can accumulate not more than 24 credit hours, and a part-time employee can accumulate not more than one-fourth of the hours in such employee's bi-weekly basic work requirement, for carry-over from a bi-weekly pay period to a succeeding bi-weekly pay period for credit to the basic work requirement for such period.
- B. A maximum of 24 credit hours may be carried over from one pay period to another. Hours in excess of the 24-hour maximum will be forfeited at the end of each pay period.

**SECTION 5. USE OF CREDIT HOURS:** Credit hour is restricted to that which has already been earned in a previous workday or workweek. Employees may not "borrow" credit hours. Leave requests based on documented credit hours are made in the same manner as other categories of leave, i.e., the employee submits the request to his supervisor for approval.

**SECTION 6.** Credit hours shall not be used by an employee to create or increase his entitlement to overtime pay. An employee shall not be paid Sunday, holiday pay, or premium pay for night work for credit hours.

## ARTICLE 10

### OVERTIME AND/ OR COMPENSATORY TIME

SECTION 1. COVERAGE AND DEFINITION: Overtime is hours in a pay status of more than eight (8) hours a day or forty (40) hours a week, except for employees on alternative work schedules (AWS). In the case of employees using an AWS, overtime work is hours in excess of the number of hours the employee was scheduled to work on that day or week. Overtime work shall be paid for at the appropriate overtime rates in accordance with applicable regulations.

SECTION 2. SCHEDULED OVERTIME: In the assignment of scheduled overtime, the Employer agrees to provide the employee notice as far in advance as practicable for readjustment of personal commitments. Generally, and where feasible, employees will be notified five (5) days or more in advance.

SECTION 3. UNSCHEDULED OVERTIME: In cases of emergency situations, it is recognized that little advance notice will be possible because of unforeseen mission requirements; however, the Employer will notify the employees as soon as the need for overtime is recognized.

SECTION 4. EQUAL DISTRIBUTION: Employees assigned to work overtime and/or compensatory time must be qualified as determined by the Employer to perform the overtime work in an efficient and expeditious manner. The Employer reserves the right to require any employee to perform overtime when his special skills are required. The Employer agrees that overtime work will be distributed equitably among the employees within the unit as far as the character of work will permit in the following manner.

- A. The Employer should maintain records of all overtime worked and declined.
- B. Roster Management. The preferred way to insure equal distribution of overtime and compensatory time is to create and use a roster. The Employer will offer and assign overtime and/or compensatory time work from any roster maintained by the immediate supervisor when time allows. The overtime and/or compensatory time roster may not have to be used in situations such as emergencies and immediate requirements. For example, the Employer may limit the offer or direction to perform overtime and/or compensatory time only to employees present for duty when the need for overtime and/or compensatory time is of short notice, especially when the need arises near the end of the duty shift.
- C. Requests to be Relieved of Overtime and/or Compensatory Time. Whenever possible, the activity may, upon request from the employee, relieve that employee from an overtime and/or compensatory time assignment when another employee is available for the assignment, and is willing to work and as long as full requirements can reasonably be met. When an employee requests to be relieved of overtime and/or compensatory time assignment the request should normally be made in writing. The hours of overtime declined will be documented as such and will be considered as overtime and/or compensatory time hours worked for the purposes of determining the equity of overtime and/or compensatory time distribution.

- D. When the employees are loaned to a particular work area for the purpose of supplementing the work force of the work area on a continuing basis, and overtime is required of the employees of the work area, the employees loaned will be given equitable consideration for the overtime. In any event, an employee who is not assigned to such work area will not be brought in and assigned to overtime to the exclusion of those employees already loaned to the work area provided that the normally assigned employees are available to accomplish the overtime.
- E. The Employer will, upon request from the employee, relieve that employee from an overtime assignment in those instances where another qualified employee, in the same organization element, is readily available for the assignment and willing to work. The hours of overtime declined will be considered as overtime hours worked for the purpose of determining the equity of overtime distribution.

**SECTION 5. COMPENSATORY TIME:** Wage grade employees and GS employees whose basic rate of pay is at GS-10, Step 10 or below, shall have the right to elect or reject compensatory time off in lieu of overtime pay (unless precluded from doing so by the Fair Labor Standards Act), for overtime work, and shall be protected from coercion or reprisal in this right.

- A. Employees whose basic rate of pay is above GS-10, Step 10, shall be advised whether they will receive overtime pay or compensatory time no later than the time they are notified of the work requirement.
- B. Employees who elect compensatory time in lieu of overtime pay shall, to the extent practicable, be permitted to use their compensatory time within four (4) pay periods after the compensatory time worked.
- C. Employees should use previously earned compensatory time before using accrued annual leave.

**SECTION 6. CALL-IN:** Employees called in to work from a non-duty status other than their regular hours of work shall be compensated for a minimum of two (2) hours in accordance with the provisions of regulations regardless of whether the employee is required to work the entire two (2) hours

**SECTION 7. INCREMENTS OF OVERTIME EARNED:** Overtime will be paid in fifteen (15) minute increments.

## **ARTICLE 11**

### **TELEWORK**

SECTION 1. The parties are in support of the commitment to workforce efficiency, emergency preparedness, and quality of life. Telework is not an entitlement, but its use can serve as an effective recruitment and retention strategy; enhance base efforts to employ and accommodate people with disabilities; and create cost savings by decreasing the need for office space and parking facilities, and by reducing transportation cost. There will be no telework approved for entry-level or probationary positions. Additionally, only certain kinds of positions are amenable to telework. Telework is usually best used for computer-oriented task and functions such as: thinking and writing, policy development; and research. Telework is not usually a good fit when task and functions require day-to-day contact with co-workers or customers or which require daily access to classified information. Suitable telework employees will have demonstrated dependability; have the ability to prioritize work effectively, utilize good time management skills, have a proven record of high personal motivation; and have and maintain a performance rating of at least “fully successful.”

SECTION 2. This Article applies to situations in which an employee will work at a Telework worksite and covers all permanent full-time and part-time employees. Employees on official travel may not participate in this program.

SECTION 3. Responsibilities:

A. Management:

- (1) Authorizes the use of Telework assignments within the activity.
- (2) Ensures that appropriate management controls and reporting procedures are in place before employees begin Telework assignment.
- (3) The respective Group Commander will have final approval/disapproval authority.

B. Supervisors:

- (1) Authorize the employee’s participation in the program;
- (2) Authorize worksite arrangements (which must remain the same unless otherwise approved by the supervisor);
- (3) Assess the impact of the proposed Telework assignment on the productivity of the office as a whole and on any other affected employees;
- (4) Assess the portability of the employee’s work and the likelihood of the employee’s successfully completing it away from the official duty station;
- (5) Develop or amend performance standards and measurements, if necessary, for work performed away from the official duty station;

- (6) Provide equipment when necessary and available, for the employee to adequately perform assigned work;
- (7) Complete required training; and
- (8) Maintain productivity records and information to evaluate the employee's performance and quality of work.

C. Employees must:

- (1) Complete work agreements;
- (2) Observe agreed upon hours of work in accordance with established policy;
- (3) Observe Agency policies for requesting leave;
- (4) Safeguard agency equipment and use it only for official purposes;
- (5) Complete the "Employee Self-Certification of Time and Attendance Report" and return it to the supervisor on a bi-weekly basis;
- (6) Serve as the designated official (Employer representative) in charge of their off-site workplace, and therefore are responsible for compliance with appropriate health and safety regulations. As the designated official, the employee must:
  - (a) Complete the "Employee Self-Certification Safety Checklist" which identifies significant safety standards that should be met; and
  - (b) Return it to his supervisor prior to entering into a Telework agreement.
- (7) Respond in a timely manner to Agency customers and to the public;
- (8) Complete required training; and
- (9) If applicable make proper arrangements for dependent care during work-at-home hours, before beginning the Telework assignment.

SECTION 4. An employee participating in Telework must:

- A. Have received supervisor's approval for participation;
- B. Have worked as a Pope Army Airfield employee for at least one year;
- C. Have at least a fully successful performance rating as the most recent rating of record;
- D. Have portable work;
- E. Have clearly defined performance standards and measurements;
- F. Be willing to sign and abide by a written work agreement that covers the terms and conditions of participation in the Telework program, DD form 2946. The work

agreement constitutes an agreement by the employee and his supervisor to adhere to the program policies. The work agreement covers the following items:

- (1) Agreement to release home telephone number to “customers” (applies only to employees working at home);
- (2) Voluntary nature of the arrangement;
- (3) Length of the Telework assignment;
- (4) Hours and days of duty station;
- (5) Location of the duty station;
- (6) Responsibilities for timekeeping, leave approval, and request for overtime and compensatory time;
- (7) Performance requirements; and
- (8) Proper use and safeguards of Government property and records; standards of conduct, etc.

G. If working at home, be able to provide an appropriate work location with adequate space, access to a telephone, and without undue interruption which could impact productivity;

H. If applicable, be able to arrange for dependent care during the time the employee is working at home;

I. Have demonstrated the ability to work independently; and

J. Be subject to be required to return to the traditional worksite on scheduled telework days based on operational needs.

SECTION 5. Pope Army Airfield Employees are required to comply with the following guidelines on using records or duplicating records when working at Telework locations. Compliance with these Telework policies will protect the Agency and the employee in the event of litigation or investigation. During an investigation, all relevant records must be made available to investigators and auditors.

A. Any official record removed for Telework assignments remains the property of the Employer. Additionally, any official record that is generated from Telework assignments becomes the property of the Employer.

B. An employee must get written approval from his supervisor prior to taking official records to a Telework worksite. This approval will be for a stated period of time only. All official records that are moved from an office location to a Telework worksite will be documented in accordance with applicable procedures or requirements, e.g., charge-out procedures, check-out cards, sign-out sheets, etc.

C. The removal of Privacy Act and other sensitive information for Telework assignments is subject to supervisory approval. When such records are used by employees at Telework locations, care must be taken to ensure that information is not disclosed to anyone except those who are authorized access to the information in order to perform their duties. Appropriate administrative, technical, and physical safeguards must be taken to ensure the security and confidentiality of these records.

D. At the conclusion of the approved change-out-time of the Telework assignment, or upon termination of the employment, the employee must return the official record to the Employer office. If the employee needs this record to complete future Telework assignments, he must again get written approval from the supervisor, prior to removal of the record from the office.

E. When duplicate copies/records used at Telework locations are no longer needed by the employee, they must be recycled or destroyed if they do not contain Privacy Act information. Duplicate records containing Privacy Act material must be returned to Pope Army Airfield for shredding. In the event that any information should be added to or changed in a duplicate record, it must be added to or changed in the official record. If an employee has a duplicate record at home and there is no longer an administrative need to retain the record, the employee must obtain permission from the supervisor to retain this duplicate copy for his own personal use.

F. Confidential Business Information (CBI) or national security classified information may not be removed from the Employer's offices except as permitted and authorized by established procedures.

#### SECTION 6. Time and Attendance:

A. Hours of Duty: Employees may work standard schedules or follow Alternative Work Schedules, depending upon the agreement between the employee and the supervisor. Employees may not work non-standard evening and weekend schedules.

B. Leave: The policies for requesting annual leave, sick leave, or other absence from duty remain unchanged. Employees are responsible for requesting leave in advance and keeping the timekeeper informed of leave usage.

C. Certification and Control of Time and Attendance (T&A): Supervisors must report time and attendance to ensure that employees are paid only for work performed and that absences from scheduled tours of duty are accounted for. Federal policy and procedures governing certification of time and attendance require agencies with employees working at remote sites to provide reasonable assurance that they are working when scheduled. Reasonable assurance may be obtained by occasional supervisor telephone calls, random visits by the supervisor to the employee's worksite, and determination of the reasonableness of work output for the time spent. Employees must self-certify time and attendance to their supervisor. This may be done electronically, by report, or by other acceptable means.

D. Administrative Leave, Dismissals, and Emergency Closings: Although a variety of circumstances may affect individual situations; the principles governing administrative leave, dismissals, and closing remain unchanged. In the event that the assigned duty station is closed due to the weather or other emergency, employees in Telework assignments at an unaffected alternative worksite would be expected to work their regularly scheduled hours unless they take leave.

E. If the teleworker is unable to work from the alternate location due to power outage or equipment failure etc, the employee will immediately contact their supervisor, who based on the situation will determine the appropriate duty or leave status to account for the employees time. The employee may be required to report back to the Employers premise depending on the nature of the incident.

SECTION 7. Fair Labor Standards Act (FLSA): The existing rules in Title 5 U.S.C. and in the FLSA governing overtime also apply to Telework arrangements. All overtime work for people in Telework assignments must be approved in advance by the supervisor.

SECTION 8. Telework employees are covered by the Federal Employees Compensation Act (FECA). Employees can qualify for continuation of pay or workers' compensation for on-the-job injury or occupational illness if injured in the course of performing official duties at the official or alternate duty station. Supervisors must ensure that claims of this type are immediately brought to the attention of the servicing Civilian Personnel Section. Any accident or injury occurring at the alternate duty station must be brought to the immediate attention of the supervisor.

SECTION 9. Facilities Linkages:

A. Home Office Space: If working at home, employees participating in Telework should have designated workspace or a workstation for performance of their work-at-home duties. Requirements will vary, depending on the nature of the work and the equipment needed to perform the work.

B. Home Utility Expenses: Telework arrangements may increase an employee's home utility cost. The Employer assumes no responsibility for an employee's related to utilities and associated cost. Incremental home utility costs associated with working at home will be paid by the Agency where the personal expense directly benefits the Government (e.g., business-related long distance or toll calls on the employee's personal phone).

C. Workplace is Not a Government Facility: While the Agency may own some of the property and materials used by the employee in the home workplace, the employee agrees and understands that the home workplace is not a Government facility, and that costs of safeguarding, insuring, and maintaining the home workplace and the Government property therein are the sole responsibility of the employee.

SECTION 10. Equipment Linkages: The Agency will provide appropriate equipment, when it is available, for employees to perform work at the Telework worksite.

A. Laptop Computers, Agency-owned Equipment, etc.: When available Agency-owned property, such as laptop computers and other telecommunications equipment, may be

used by employees in their private residences. Strict adherence to regulations concerning the safeguarding and removal of all equipment is essential. Prior approval through the appropriate channels must be obtained before any property is removed from the Agency and property passes must be issued for each piece of equipment. The Agency will not provide office furniture. All equipment, software, data, and supplies furnished by the Agency shall remain the sole property of the Agency. Employees must agree to return these items upon request of the agency or upon termination of the Telework agreement. Employees are responsible for the safety and security of all equipment and data provided by or generated for the Agency, including maintaining security and confidentiality. Employer-owned software shall not be duplicated. Employees are solely responsible for maintaining any of their personally owned equipment.

B. Supplies: If needed, the Agency will provide necessary office supplies (paper, pens, diskettes, etc.) The Agency will not reimburse employees for any supplies purchased independently.

SECTION 11. Questions related to claims for personal property damage or loss or personal injury related to the employee's performance of official duties should be directed to the servicing Civilian Personnel Section. The Agency will address issues of employee or Agency liability in accordance with the specific facts of each case and under the provisions of the Federal Employees Claims Act, the Federal Tort Claims Act, the Military Personnel and Civilian Employees Claims Act, and local law, where appropriate.

SECTION 12. Generally, a Federal tax deduction is not allowed for a home office or workspace unless used exclusively on a regular basis as a principal place of business. Employees who believe they may be entitled to a tax deduction based on home office or workspace, depreciation of employee-owned personal computers and related equipment, etc., should consult their tax advisor.

SECTION 13. The employee agrees not to conduct unauthorized personal business while in official duty status at the alternate duty station.

## **ARTICLE 12**

### **LUNCH AND REST PERIODS**

**SECTION 1. GRANTING REST PERIODS:** Brief rest periods are normally appropriate for most types of work. Supervisors may, at their discretion, suspend a particular rest period to meet a work situation which must be immediately addressed. However, the supervisor should consider whether delaying the rest period will really resolve the work situation before suspending the rest period.

**SECTION 2. TIME OF REST PERIODS:** Rest period will be considered duty time and include in the daily tour of duty. Each Unit employee may be granted a fifteen (15) minute rest period during each of the four (4) hours of continuous duty. Insofar as practical, the rest period will be at the approximate midpoint of the four (4) hour duty period. Where continuous coverage of a function is required, rest period may be staggered to accommodate work load. Employees who work six (6) hours or less will receive only one break period.

**SECTION 3. MISUSE OF REST PERIODS:** The parties agree that rest periods may not be contiguous to the lunch period, granted immediately after the beginning of the work shift, granted immediately prior to quitting time, nor shall they be accumulated.

**SECTION 4. SMOKING BREAKS:** There is no such category as a “smoke break” at Pope Army Air Field. If an employee wishes to smoke, in a designated smoking area, they may do so during their granted rest period(s).

**SECTION 5. LUNCH PERIODS:** A minimum of a 30-minute lunch break is required every day. Employees will be granted a non-paid lunch period of 30-60 minutes every day, during which time the employee is entirely free of the duties of his position, unless precluded by mission related duties, which will be compensated for. The employee’s workday starting time and lunch period must be coordinated in advance with the immediate supervisor. Where three (3) eight (8) hour shifts are established, a lunch period of 20 minutes is authorized within a particular shift. The lunch period for on-site lunch will be considered as time worked for which pay is allowed and employees must spend the time in close proximity to their work areas.

## ARTICLE 13

### HOLIDAYS

SECTION 1. Employees shall be entitled to holiday benefits consistent with governing rules and regulations in connection with all Federal holidays prescribed by law. Pay for such holidays shall be computed in accordance with governing rules and regulations.

SECTION 2. Under a flexible work schedule (FWS) program, a full-time employee who is relieved or prevented from working on a day designated as a holiday is entitled to his rate of basic pay on that day for eight (8) hours. A full-time employee on a compressed work schedule (CWS) who is relieved or prevented from working on a day designated as a holiday is entitled to his rate of basic pay for the number of hours of the CWS on that day.

SECTION 3. The Employer will make a reasonable effort to grant annual leave to employees upon request for any religious holiday associated with the religious faith of the employee.

SECTION 4. When an employee's scheduled day off falls on a holiday, the employee is entitled to an in-lieu-of-holiday in accordance with the designations in the following table:

<u>Holiday and Scheduled Day Off</u>	<u>In-Lieu-of Holiday</u>
Sunday	Following Workday
All Other	Preceding Workday

SECTION 5. Employees will not change their normal schedule for the sole purpose of adjusting their in-lieu-of holiday.

SECTION 6. Management will not alter an employee's day off to avoid paying holiday premium pay.

**ARTICLE 14**  
**ANNUAL LEAVE**

SECTION 1. PURPOSE: The Employer agrees to grant annual leave to employees for the purpose of rest, relaxation, recreation or for other justifiable reasons consistent with workload requirements.

SECTION 2. EARNING ANNUAL LEAVE: Employees accrue and have a right to use annual leave in accordance with Agency regulations.

SECTION 3. APPROVAL AUTHORITY: The determination as to time and amount of leave granted at any specific time is made by the supervisor, considering such factors as workload, staffing and training requirements, and the employees desires.

SECTION 4. ANNUAL LEAVE PLAN: Employees will submit their annual leave vacation plan, for leave greater than 24 hours or more, in writing to their supervisor by 31 January of each year.

- A. Supervisors shall establish a tentative leave schedule by 15 February; providing each employee their first choice, where workload and mission requirements permit.
- B. In the event of a conflict in vacation leave scheduling among employees, the senior employee based on length of Federal service, using service computation dates (as reflected on Employee's Leave and Earnings Statement), will be given first choice concerning the scheduling of a single period of leave.

SECTION 5. REQUESTING ANNUAL: All request for annual leave must be made by the employee to their immediate supervisor or in their immediate supervisor absence, the next level supervisor in the supervisory hierarchy.

- A. Annual leave may be taken in 15 minute increments.
- B. Employees desiring to change their annual leave plans will give their supervisor a minimum of four (4) week notice, unless extenuating circumstance exist.
- C. Supervisors will consider employees request for such changes on a case-by-case scenario providing it will not affect the choice of another employee unless such employee agrees to a change.
- D. Supervisors should answer the employees request for a change within 7 workdays.
- E. Employees will submit leave requests via the Automated Time Attendance and Production System (ATAAPS).

SECTION 6. UNEXPECTED SITUATIONS: An unexpected situation is defined as a situation where the employee had no prior knowledge before the situation occurred.

- A. An employee unable to report for duty because of a personal emergency must request annual leave by notifying the Employer (supervisor or designated individual) by designated call-in number and/or other method established by the supervisor, normally no later than one (1) hour after the start of the shift.

- B. Approval of requests for annual leave for unforeseen emergency reasons will be considered on a case-by-case scenario.

SECTION 7. RECALL: It is agreed that no employee shall be called back from leave unless an emergency arises and no other qualified employee is available to perform the required duties.

SECTION 8. CANCELLING LEAVE: The Employer will only cancel approved leave for mission critical related emergencies.

- A. When time permits, supervisors will ask the employee if they have made any non-reimbursable expenditures and they will take this into consideration before making a decision as to cancel an employee's approved leave.
- B. Employees will provide documentation to substantiate their claim of non-reimbursable expenditures when requested.
- C. When the employer finds it necessary to cancel the employees approved leave, the reasons will be provided to the employee in writing by their supervisor.

SECTION 9. USE OR LOSE: All use or lose leave must be scheduled in writing by 1 July of each year.

- A. Any use or lose annual leave, which has been denied, must be rescheduled shortly thereafter.
- B. Any use or lose leave must be scheduled and approved prior to the beginning of the third pay period prior to the end of the leave year in order to be eligible for restoration of annual leave.

SECTION 10. BEREAVEMENT LEAVE: The Employer agrees that in the event of a death in an employee's immediate family, he will be granted a reasonable amount of annual leave or leave without pay if annual leave accrual is exhausted.

SECTION 11. DONATED LEAVE: Only annual leave may be donated and donations to a specified employee will be made in accordance with the Employers leave donation program.

SECTION 12. ADVANCE LEAVE: Employees request for advance leave will be submitted in writing to the supervisor. The supervisor will transmit the request to the Civilian Personnel Office. Advanced leave may be granted up to the number of hours the employee will accrue in the remainder of the leave year.

## **ARTICLE 15**

### **SICK LEAVE**

**SECTION 1. SICK LEAVE:** The Automated Time Attendance and Production System (ATAAPS) will be used to request and document all sick leave.

**SECTION 2. SICK LEAVE ACCRUAL:** Employees shall earn and may be granted leave in accordance with applicable statutes and regulations.

**SECTION 3. REQUEST FOR SICK LEAVE:** The employee is responsible for notifying the Employer (supervisor or designated individual) by designated call-in number and/or other method established by the supervisor when he is unable to report for work because of an incapacitating illness or injury.

- A. The employee will request sick leave no later than two (2) hours after the start of the employee's regular shift on the first working day of absence, unless the circumstances of illness or injury render notice impossible.
- B. For those employees on shift work, every reasonable effort will be made by the employee to inform the appropriate supervisor of his inability to report for work due to sickness or injury before the time for beginning the shift and if possible, in sufficient time to allow for other manning arrangements to be made.
- C. Where absence for incapacitating illness or injury will be for a period of more than three (3) consecutive workdays, it is the employee's responsibility to keep the Employer informed of the date on which return to duty is expected.

**SECTION 4. DEFINITION OF A MEDICAL CERTIFICATE:** An acceptable medical certificate is an original medical certificate which contains, as a minimum, the name of the facility and/or provider, address, and telephone number of the provider, and is signed by a registered practicing physician, licensed practitioner, or other appropriate medical office personnel.

- A. The medical certificate must also state that the employee was incapacitated and describe the period of incapacitate.
- B. Details of the diagnosis and treatment are not required on the medical certificate.
- C. Employees that have been put on a leave restriction letter shall provide and acceptable medical certificate to cover any absence due sickness regardless of duration.

**SECTION 5. LEAVE RESTRICTION:** Employees suspected of abusing sick leave privileges may be required to submit a medical certificate in substantiation of each absence due to claimed illness regardless of duration. This requirement will not be invoked without first advising the employee, in writing, of the reason for requiring the documentation. The management official requiring an employee to submit a medical certificate for all sick leave, due to suspected abuse, will review employee's use of sick leave no less than once each 90 days thereafter and will withdraw the requirement in writing when acceptable improvement is noted.

SECTION 6. SCHEDULE APPOINTMENTS: It is agreed that employees desiring non-emergency medical, dental or optical examination or treatment should make every effort to schedule such appointments after work hours or on non-workdays. Where this is impractical, the requests for sick leave to cover such examination or treatment shall be submitted as far in advance as possible and shall specify the date and time of the appointment.

SECTION 7. HOLIDAY PERIOD SICK LEAVE PROCEDURES: Employees must use this augmented sick leave request procedure when requesting sick leave for the period beginning at 12:01 on the Saturday prior to Thanksgiving and ending at midnight on the following Sunday. On the Saturday prior Christmas beginning at 12:01 am and ending at midnight the Sunday following New Years day. Employees must provide their immediate supervisor with an acceptable medical certificate when they return from any duration of sick leave used.

## **ARTICLE 16**

### **FAMILY MEDICAL LEAVE**

**SECTION 1.** In accordance with the Family and Medical Leave Act (FMLA) of 1993, 5 CFR 630 Subpart L, an Employee shall be entitled to a total of 12 administrative workweeks (480 hours) of unpaid leave during any 12 month period for one or more of the following reasons:

- A. For the birth of the Employee's child or to care for the child after birth occurs; or for the placement, adoption, or foster care of a child;
- B. To care for the Employee's spouse, son, daughter, or parent who has a serious health condition;
- C. For a serious health condition that makes the Employee unable to perform his job.

**SECTION 2. ELIGIBILITY:** Employee must have been employed by the Federal Government for at least 12 months (not necessarily consecutively)

**SECTION 3. NON-ELIGIBILITY:** Intermittent employee or employees appointed under temporary appointments with a time limitation of one (1) year or less are not entitled to FMLA.

**SECTION 4. EMPLOYEE PROTECTION UNDER FMLA:** Job benefits and protection under FMLA include the following:

- A. For the duration of FMLA, the Employer shall continue paying the Employer's share of the group health plan. Employees may pay the Employee share of the premiums on a current basis or may incur a debt and pay his or her share upon return to pay and duty status.
- B. Upon return from FMLA leave, Employee(s) shall be restored to their original positions, or equivalent positions with the same pay, benefits, and other employment terms.
- C. The use of FMLA leave shall not result in the loss of any employment benefits which accrued prior to the start of an Employee's leave.

**SECTION 5. FMLA PROCEDURES:** Employees must ask for leave as soon as possible when any of the above situations, as stated in Section 1, occur.

- A. When the need for leave is foreseeable leave requests should be provided not less than thirty (30) days prior to the date leave is to begin or as soon as the employee is made aware of the need.
- B. Employees must invoke their entitlement to FMLA in writing using the Department of Labor WH-380 and the Certification of Health Care Provider.(Found on the OPM website)

**SECTION 6. LEAVE SUBSTITUTION:** An Employee may elect to substitute paid leave for leave without pay but cannot be required to do so.

SECTION 7. DEFINITION OF “FAMILY” FOR SICK LEAVE: For the purpose of sick leave, the term “family member” under 5 CFR 630.201 shall mean an individual with any of the following relationships to the employee:

- A. Spouse and parents thereof;
- B. Sons and daughters, adopted children, and spouses thereof;
- C. Parents, and spouses thereof;
- D. Brothers and sisters, and spouses thereof;
- E. Grandparents and grandchildren, and spouses thereof;
- F. Domestic partner and parents thereof, including domestic partners of any individual in paragraphs (B) through (E) of this definition; and
- G. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

SECTION 8. SICK LEAVE FOR FAMILY: Use of Sick Leave for Family Care. Under 5 CFR 630, employees may substitute sick leave for unpaid family and medical leave. Additionally, employees may use up to thirteen (13) days (104 hours) of sick leave for general family care and bereavement each year, including:

- A. Give care or otherwise attend to a family member having an illness, injury, physical or mental illness, pregnancy, birth, or medical, dental, optical examination or treatment or other condition which, if an Employee had such a condition, would justify the use of sick leave by the Employee; or
- B. Make arrangements or attend the funeral of a family member.

SECTION 9. AVAILABLE SICK LEAVE: Full-time employees are authorized up to 104 hours of sick leave per year for family care. Part-time employees or an employee with an uncommon tour of duty are authorized the number of hours of sick leave he or she normally accrues during a leave year for family care. See 5 CFR 630.401.

SECTION 10. COMMUNICABLE DISEASE: The use of sick leave to care for a family member who is afflicted with a communicable disease is primarily based on the need to prevent the spread of contagious disease in the workplace. When health authorities or health care providers determine and the Employee provides a copy of the determination to the Employer, that an Employee’s exposure to a communicable disease would jeopardize the health of other Employees, the Employee may use sick leave for the entire period of time during which the danger to the health of other Employees exists. If an Employee’s sick leave balance is not sufficient, the Employee may request annual leave or leave without pay or, if eligible, request participation in the voluntary leave transfer program.

SECTION 11. BONE MARROW OR ORGAN DONATION OR ADOPTION OF A CHILD: 5 U.S.C. 6327 and 5 U.S.C. 6307 established provisions for the use of paid leave to be a bone

marrow or organ donor, or the use of sick leave for adoption of a child. In accordance with this law, the following will apply:

A. An Employee shall be entitled to the use of paid leave each year (in addition to annual and sick leave) to serve as a bone marrow or organ donor, as provided for in 5 U.S.C., section 6327. The Employee is entitled to use of this leave without loss or reduction in pay, leave to which entitled, credit for time or service, or performance or efficiency rating. The length of absence will vary depending upon medical circumstances of each case. For medical procedures and recuperation requiring longer than that allowed by statute, the Employer shall continue to accommodate an Employee by granting additional time off in the form of accrued sick and/or annual leave, leave without pay, or advanced sick or annual leave, until such time as released to work by a health care provider.

B. Employees will be permitted to use sick leave for purposes related to the adoption of a child. Employees shall be required to request, to the extent possible, advance approval to use sick leave for adoption-related purposes. When required by exigencies of the situation, the Employer should advance up to thirty (30) days of sick leave for adoption-related purposes. Purposes for which an Employee may request the use of sick leave in adoption cases include, but are not limited to:

- (1) Appointments with adoption agencies, social workers, and attorneys;
- (2) Court proceedings;
- (3) Required travel; and
- (4) Any other activities necessary to allow the adoption to proceed. The Employer agrees that the entitlement to the use of sick leave for purposes of adopting a child is in addition to the Employee's entitlement to unpaid leave for the placement of a child with an Employee for adoption under the FMLA of 1993. In applying the use of sick leave, there shall be no difference between the limitations that apply to biological children as opposed to adopted children for the purpose of providing care as a result of physical or mental illness, injury, impairment, pregnancy, or childbirth. In applying the terms of family medical leave and Public Law 103-329 with regards to adoption, the Employer may ask the Employee to support his request for leave with evidence that is administratively acceptable.

**SECTION 12. ELDERLY CARE:** Employees may use leave for the purpose of caring for elderly family members as stated in this Article. For the purpose of this article unexpected situations is defined as a situation where the employee had no prior knowledge.

- A. Supervisors should take into consideration leave request by employees on a case-by-case scenario, taking into consideration the reason for the request, the urgency of the situation and mission related requirements.

- (1) Employees leave request for routine appointments for elderly family members will be scheduled in as far as advance as possible with a minimum of two weeks notices given to the supervisor and acceptable documentation of the scheduled appointment.
- (2) Employees will contact their supervisor as soon as possible but no later than one hour after their shift begins for leave request for unexpected situations. Employees will follow work center/ office call in procedures

SECTION 13. DOCUMENTATION: When requested by the supervisor, the employee will provide acceptable documentation to support/substantiate the request or use of all leave under this Article and will be provided no later than one week after the supervisor's request.

## ARTICLE 17

### OTHER LEAVE AND ABSENCES

SECTION 1. LEAVE WITHOUT PAY (LWOP): All requests for leave without pay, regardless of duration, are subject to the approval of the employee's immediate supervisor. LWOP shall be administered in accordance with applicable law and regulations.

- A. An employee authorized leave without pay will retain benefits, rights, as provided by applicable laws, rules, and regulations.
- B. An employee accepting full-time positions at the national level as representative of the Union which requires absence from work will be granted annual leave and/or leave without pay for a period of time, not to exceed one year, absent work exigencies and consistent with regulations.

SECTION 2. BLOOD DONATIONS: Employees are encouraged by the parties to donate blood (which excludes donation for compensation or for their own blood bank). Blood drives that are on the installation, to include Fort Bragg, the Employer agrees to excuse employees from duty to donate blood, subject to mission and work exigencies. The maximum excusable time for blood donation, travel time, and recuperation should not exceed four (4) hours, except in unusual cases.

- A. Employees will submit Administrative leave (LN) requests to their supervisor via the Automated Time Attendance and Production System (ATAAPS) to donate blood. The employee will annotate in the remarks section, where the blood will be donated.
- B. Supervisors can deny the request based upon mission requirements.
- C. The employee, upon their return, will provide their supervisor documentation from the blood facility verifying the date and time of the blood donation.

SECTION 3. VOTING LEAVE: Employees may be granted limited amount of administrative leave for voting in Federal, State, County or Municipal elections or in referendums on any civic matter in their community.

- A. North Carolina Polls are open from 6:30 a.m. to 7: 30 p.m.
- B. The Employer, where the polls are not open at least 3 hours either before or after an employee's regular work hours, may grant a limited amount of administrative leave that will permit the employee to report for work 3 hours after the polls open or leave from work 3 hours before the polls close, whichever requires the lesser amount of time off.
- C. Voting arrangements requiring leave will be made with the employee's immediate supervisor prior to Election Day to prevent interruption to work operations.

SECTION 4. MEDICAL EXAMINATIONS: Employees obtaining examinations required by the Employer shall be on administrative leave. Any employee receiving a medical examination on the date of an alleged on-the-job injury shall be on administrative leave. Employees who seek medical examination for an alleged Occupational Illness or Disease are not entitled to administrative leave.

**SECTION 5. COURT LEAVE:** Court leave and pay shall be granted in keeping with appropriate regulation of higher authority to an employee who is subpoenaed to act as a witness before a court on behalf of the United States Government or state or local government or who is summoned to perform jury duty in any court of law. When an employee is called as such a witness or juror, he/she shall immediately notify his/her supervisor and submit a copy of the subpoena or summons. Upon completion of service, the employee shall submit any written evidence provided by the court for times he served as such a witness or juror.

- A. If an employee is excused from such service with sufficient time to enable that employee to return to duty for at least two (2) hours of the scheduled workday, including travel time, the employee shall return to duty unless granted appropriate leave by the Employer.
- B. If an employee receives regular pay from the government for a period of court leave, the employee will reimburse the government the amount paid by the court.

**SECTION 6. LEAVE FOR UNION CONSULTATION:** Employees requesting to speak to a Union Officer or Steward will be on administrative leave time.

- A. The employee will fill out the Automated Time Attendance and Production System (ATAAPS) and in the remarks sections they will annotate they are having a consultation with the union.
- B. The Automated Time Attendance and Production System (ATAAPS) will be completed and presented to the supervisor for approval before the employee leaves to attend the consultation.
- C. If the supervisor denies the request due to mission requirements, the supervisor will recommend an alternate date and time.

## **ARTICLE 18**

### **EMPLOYEE SERVICES**

**SECTION 1: STORAGE FACILITIES:** The Employer agrees to provide, if possible, locker facilities for employees who are required to change clothing in connection with official duties. When an employee is provided tools and/or equipment by the Employer for which they are personally accountable, the Employer will provide storage facilities to secure those items while the employee is not on duty. Such facilities will also be provided to protect personal items for on-duty employees in situations where the Employer determines it is necessary to do so according to internal security practices.

**SECTION 2: RESTROOM FACILITIES:** The Employer agrees to furnish clean and sanitary restroom facilities, with a reasonable amount of privacy, for the use of all employees. The parties agree the nature and location of individual duty assignments are factors which affect the nature of restrooms facilities furnished.

**SECTION 3: REASONABLE TIME TO WASH:** Provided it does not impact on assigned work, employees may be granted reasonable time to wash their hands immediately prior to eating the noon meal and, when necessary, time to wash their person and change clothes immediately prior to end of shift.

**SECTION 4: PARKING:** Parking will be in accordance with applicable parking activities policies, regulations, or guidance. The Employer agrees to provide parking facilities, at no cost, for employees. It is further agreed that the Employer may substitute parking areas when construction, repairs, renovations, etc., are necessary

## **ARTICLE 18**

### **ELECTRONIC OFFICAL PERSONNELFOLDERS (eOPF)**

**SECTION 1: PURPOSE:** It is agreed that eOPF allows each employee to have an electronic access to their own personnel folder. Some unique systems features include:

- A. Provide secure access to employment documents/ official forms and information to a geographically dispersed workforce.
- B. Supports a multi-level secure environment.
- C. Eliminates loss of an employee's official personnel folder during filing and/or routing.
- D. Reduce costs associated with storage, maintenance, and retrieval of records.
- E. Complies with Office of Personnel Management (OPM) and federally mandated HR employee record management regulations.
- F. Delivers system-generated email notification to employee.

**SECTION 2: ANNUAL REVIEW OF THE eOPF:** Employees are encouraged to keep their personnel files up to date and should review their eOPF on an annual basis.

**SECTION 3: ACCESSING eOPF:** Employees will access their eOPF through the Air Force Portal.

**SECTION 4: DEROGATORY INFORMATION:** Derogatory material which might reflect adversely upon the employee's character or career will not be placed in to the eOPF without their prior knowledge.

**SECTION 5: NOTICE OF REPRIMANDS:** A Notice of Reprimand will be removed from the eOPF upon expiration of the time limit specified in the action or when the removal is otherwise directed by appropriate authority.

## ARTICLE 20

### PERFORMANCE EVALUATION

SECTION 1. GENERAL: The Employer will manage the performance evaluation program under the provisions of DODI 1400.25V431 AFI36-1002, (Performance Management and Appraisal Program Administration in the Air Force) and 5 C.F.R. 430, Performance Management, as amended by this article

- A. All evaluations of performance will be applied in a fair and objective manner. An employee's signature on an evaluation, where signature is provided for, indicates only that the evaluation has been received and does not indicate an employee's agreement or disagreement with the evaluation.
- B. The Purpose of the Performance Management and Appraisal Program:
  - (1) Provides a frame work for communicating expectations and job performance.
  - (2) Links individual employees performance and organizational goals
  - (3) Establishes a process for planning, monitoring, evaluating and recognizing employee's performance that contributes to mission success.

SECTION 2. BASIC REQUIREMENTS: The Performance Management and Appraisal Program uses a three (3) level rating system as identified in 5 CFR 430.208 (d) (1): Level 5- Outstanding, Level 3- Fully Successful, and Level 1- Unacceptable.

- A. APPRAISAL CYCLE: Employees covered by The Performance Management and Appraisal Program will be appraised annually:
  - (1) With the exception of the year of initial implementation, the beginning of the appraisal period will commence on 1 April of each year and run through 31 March of the following year.
  - (2) In order to be assigned a rating of record, an employee must have performed in the official position for 90 days or more during the appraisal period and be appraised against the elements of a performance plan. If an employee has not worked at least 90 calendar days against an official position during the appraisal period, the appraisal period must be extended until the 90-day requirement has been satisfied.
  - (3) Employees on leave without pay or extended paid leave who have not performed work under an approved performance plan for a minimum of 90 calendar days are not eligible to receive a rating of record.
- B. PERFORMANCE DISCUSSION: Supervisors and employees should engage in two-way performance communication throughout the appraisal cycle.
  - (1) A minimum of three (3) formal documented performance discussion will be required per appraisal cycle, they are as follows:
    - (a) Initial performance planning to discuss performance expectations,
    - (b) One progress review, and
    - (c) The final performance appraisal to discuss the final rating of record.

- (2) If the employee performance becomes unacceptable or if the plan needs to be modified at any time during the appraisal cycle additional performance discussions will be held.
- (3) The employee may also request to have a performance discussion with their immediate supervisor, this meeting should be held at the earliest convenience, mission dictating, but usually no later than seven (7) calendar days.

C. **MYPERFORMANCE APPRAISAL TOOL:** Provides an automated system to create, review and approve performance plans, modifications to the performance plan, document progress reviews, document employee input on their individual performance, and document performance appraisals. MyPerformance Appraisal Tool:

- (1) Is the only automated appraisal tool authorized for us in the Performance Management and Appraisal Program.
- (2) Generates a completed DD form 2906, Department of Defense Performance Plan, Progress Review, and Appraisal.
- (3) Where access is restricted, limited or impractical, a blank, paper copy of the DD form 2906 must be used to document the performance plan, progress review(s), and rating of record.
- (4) When paper copies are used for the DD Form 2906, the employee will be provided a copy of each completed action.
- (5) When paper copies of the DD Form 2906 are used for the performance plan, progress review(s), and rating of record will be entered into the system by a trusted agent assigned by the organization.
- (6) A trusted agent does not alleviate the rating official from their performance management duties and responsibilities.
- (7) A trusted agent will be an Employer representative, normally a management official or an administrative assistant.

**SECTION 3. PLANNING PERFORMANCE:** Provides Opportunity for employees input in establishing / ongoing communication and understanding of performance expectations and organizational goals throughout the appraisal cycle. Each employee will have a written performance plan established and approved normally within 30 calendar days of the new appraisal cycle or assignment into a new position or set of duties.

A. **EMPLOYEE PERFORMANCE PLAN:** Will clearly document how expected outcomes and results are linked to the organization's goals and objectives and how their performance will be measured throughout the appraisal cycle.

- (1) The plan will include the employee's elements and standards for the appraisal cycle.
- (2) Changes to mission, organizational goals, or assigned duties that occur during the appraisal cycle may necessitate revisions to the plan.
- (3) All performance plans will be reviewed and approved by a senior level management official, typically the second level supervisor/ the level above the rating official.

B. **PERFORMANCE ELEMENTS:** Describe the expectations related to the work being performed. All performance elements must be critical elements and clearly aligned to the

organizational goals. Ratings of records, each ratable element will be assigned a performance element rating.

- (1) Performance plans must have a minimum of one critical performance element and each element must have associated performance standards that define expectations.
- (2) A critical element is a work assignment or responsibility of such importance that unacceptable performance on the element would result in an employee's overall performance rated as "Unacceptable."
- (3) Critical elements are used for individual performance only.
- (4) Critical elements will be directly related to the employees assigned Position.

C. **PERFORMANCE STANDARDS:** Describe how the expectations as provided in the performance elements are to be evaluated.

- (1) Each Performance standards must be written at the "Fully Successful" level.
- (2) The Performance standards should be based on "SMART" criteria as specified in DODI 1400.25V431 AFI36-1002.

D. **DEVELOPING AND COMMUNICATING PERFORMANCE EXPECTATIONS:** Written plans must be developed and approved by supervisors, clearly communicated and acknowledge by employees.

- (1) Normally within 30 days of the beginning of the appraisal cycle, supervisors and employees should discuss performance goals for the upcoming cycle.
- (2) Employees should be given the opportunity to provide input into their performance elements and standards.
- (3) Approved Performance plans must be communicated to the employee on how the performance expectations are linked to organizational goals.
- (4) The date of the meeting or communication will be documented in the MyPerformance appraisal tool or on the DD Form 2906.

E. **MODIFYING THE PLAN DURING THE APPRAISAL CYCLE:** Performance plans are flexible and should be reviewed and discussed throughout each appraisal cycle.

- (1) Plans may be modified as organizational goals and priorities or employees responsibilities changes.
- (2) Performance plan modifications or changes made during the appraisal cycle will be communicated to the employee to ensure the employee understands the new standard/ expectation.
- (3) Employees will acknowledge the modification through the MyPerformance Appraisal tool or on the DD Form 2906.
- (4) Proposed changes to an element or standard within the 90 calendar days of the end of the appraisal cycle when work requirements change or new duties are assigned the employees will be advised if:

- (a) If the plan will be modified during the current appraisal cycle and the minimum 90 calendar day period cannot be met and the employee will not be rated on the revised element, or
- (b) The appraisal cycle will be extended by the necessary time to allow for the 90 calendar day to be observed.

**SECTION 4. MONITORING PERFORMANCE:** Consists of ongoing review of employees performance compared to the stated expectations and ongoing feedback to into the employees progress toward reaching their goals.

- A. **CONTINUOUS MONITORING OF PERFORMANCE:** Throughout the appraisal cycle supervisor can provide timely feedback and identify unacceptable performance during the appraisal cycle in order to provide assistance to the employee to help them improve.
- B. **PERFORMANCE DISCUSSIONS:** May consist of verbal feedback, regular one-on-one meetings, or acknowledgment of performance.

- (1) Supervisors or employees may initiate performance discussions at any time during the appraisal cycle to promote ongoing engagement and understanding.
- (2) Performance discussions help with effective communication and contribute to overall employee and organizational success.

- C. **PROGRESS REVIEW:** May only be initiated by the supervisor to document performance discussions in the MyPerformance appraisal tool.

- (1) Employees will receive at least one documented progress review during the appraisal cycle.
- (2) Employees are not given a performance narrative or performance element ratings on progress reviews.
- (3) The supervisor and employee should engage in communication throughout the appraisal cycle.

**SECTION 5. EVALUATING PERFORMANCE:** Employees performance will be evaluated against the elements and standards in the employee's approved performance plan and assigning a rating of record based on their work. A written rating of record must be provided at the end of the appraisal cycle for each employee who has been under an approved performance plan for 90 calendar days or more during the appraisal cycle.

- A. **PREPARATION AND SUBMISSION OF PERFORMANCE APPRAISALS:** Will be prepared consistent with the DODI 1400.25V431 AFI36-1002, and documented in the MyPerformance appraisal tool.

- (1) Employees should provide written input about their performance for each of the performance elements and their overall performance accomplishments for their supervisor's consideration.

(a) Employees written input is not mandatory however it is highly encouraged for progress reviews and at the end of the appraisal cycle where the employees input becomes a part of the employee performance file.

(b) Employees written input will be given consideration in developing the employee's performance rating.

(c) Employees choosing not to provide input into the appraisal program should not suffer a negative effect in their appraisal rating. The employee's appraisal rating should be based on the employee's performance in meeting the performance plan expectations.

(2) **PERFORMANCE NARRATIVE:** Addresses the employees performance measured against the performance standards for the appraisal cycle. Performance narratives:

(a) Justifies how employees rating are determined.

(b) Are required for each element rated "Outstanding" and "Unacceptable".

(c) Are highly encouraged for each element rated "Fully Successful" to recognize all levels of accomplishment and contributions made to the success of the mission.

**B. DESCRIPTION OF PERFORMANCE RATING LEVELS:** Should reflect the level of performance as compared to the standards established. The illustrations as provided in DODI 1400.25 V431 AFI 36-1002, should be tailored to meet each particular situation however they are just that illustrations therefore they are not only limited to those as listed in the DODI 1400.25 V431 AFI 36-1002.

**C. RATING EMPLOYEE PERFORMANCE:** Employees will be assigned an individual performance element rating or either 5, 3, or 1 to each critical element.

(1) All performance element ratings are averaged to calculate the rating of record, which reflects the employee's overall job performance during the appraisal cycle.

(2) A rating of record of "Unacceptable" (Level 1) must be reviewed and approved by senior level management official, typically the second level supervisor/ the level above the rating official.

(3) An un-ratable performance element cannot be used as a factor in deriving a rating of record.

(4) All performance plans will be reviewed and approved by a senior level management official, typically the second level supervisor/ the level above the rating official.

**D. RECONSIDERATION OF A PERFORMANCE APPRAISAL:** Employees may seek reconsideration of issues related to their performance process (e.g., individual performance element ratings and ratings of record).

(1) Employees may seek reconsideration through the Negotiated Grievance Procedure.

- (2) Employee cannot grieve contents (performance elements or Standards) of an employee performance plan or not to grant a quality step increase.

**SECTION 6. IMPROVING UNACCEPTABLE PERFORMANCE:** Supervisors should act as soon as they notice a performance problem or a decrease in the level of an employee's performance. The Employer will counsel employees in relation to their overall performance on an as-needed basis and when the employee's performance drops below a satisfactory level. Supervisors should take the following actions, as appropriate:

- A. **INFORMAL PERFORMANCE COUNSELING PERIOD:** Supervisor must initiate informal performance counseling when the employee's performance becomes unacceptable in one or more elements at any time during the appraisal cycle. The employee will be:
  - (1) Given a minimum of 15 calendar days to improve performance.
  - (2) Provided closer supervision and feedback.
  - (3) Provided in writing detailed explanation regarding specific performance deficiencies and what must be done to improve to an acceptable level or performance.
- B. **PERFORMANCE IMPROVEMENT PLAN (PIP):** If the employee's performance does not improve to acceptable level in the time frame during the informal performance counseling period the supervisor will conduct a formal written Performance Improvement Plan (PIP). The following procedures are as follows:
  - (1) The employee will be notified formally in writing with a detailed explanation regarding the element of the performance plan/core document for which the employee's performance is unacceptable and how the performance is unacceptable.
  - (2) What standard/ performance level the employee must achieve to be "Fully Successful" and remain in the position.
  - (3) Employees will be given a minimum of thirty (30) calendar days to improve performance.
  - (4) A statement of the possible consequences of failure to raise their performance level to "Fully Successful" during the improvement period.

**SECTION 7. PROBATIONARY PERIODS:** Management is encouraged to provide the foregoing process to probationary employees; however, timelines addressed in this article would not preclude management from effecting removal of the probationary employee.

**SECTION 8. WITHIN-GRADE INCREASE:** Where applicable, within grade increase will be processed in accordance with DODI 1400.25V431 AFI 36-1002.

**SECTION 9.** Civilian appraisals are normally to be conducted by the assigned rating official. Employees will be notified in writing in the event the rating official changes. Input to the appraisal will only be considered from supervisory personnel in each employee's direct chain of command.

## **ARTICLE 21**

### **MERIT PROMOTION**

SECTION 1. The Employer recognizes the importance of, and the benefits to be derived from, giving promotional opportunity to PAAF employees. Therefore, consideration will be given to qualified bargaining unit employees in filling PAAF vacancies.

SECTION 2. Promotion of employees will be made on the basis of merit. Normally, the order of consideration for filling vacancies will be as follows:

- A. Eligibles entitled to priority consideration or priority placement; and
- B. Merit promotion, reassignment or reinstatement eligibles, or other appropriate source.

SECTION 3. Nothing in this Article shall affect the authority of the Employer with respect to filling positions and making selections for appointments from (a) among properly ranked and certified candidates for promotion; (b) any other appropriate source.

SECTION 4. To be considered for merit promotion vacancies, employees are required to apply through self-nomination. Position vacancies will be announced on the USAJOBS web Site. For those vacancies that require an application (a) the announcement shall clearly state the minimum qualification requirements, whether written tests are required, and any special requirements for the position; (b) will be posted through the closing date, for a minimum of five (5) working days. Bargaining unit employees may register with USAJOBS to receive online notification of vacancy announcements.

SECTION 5. Employees will not be required to use leave for the purpose of participating in tests or interviews at PAAF, when such tests or interviews are required under the Employer's Merit Promotion Program.

SECTION 6. All unit employee applications which meet minimum qualifications for a vacancy announcement are rated as qualified. Qualified candidates will be further evaluated in terms of the knowledge, skills, and abilities (KSAs) required by the position to identify those best qualified candidates. Evaluation procedures will be based on multiple assessment measures such as experience, education, and training to the extent that it is relevant to the position being filled. Rating criteria shall not be tailored to fit a certain employee or applicant. The Employer shall not use leave or medical records in rating candidates for promotion. The candidates will be listed alphabetically. If at least three (3) candidates are not available in a category, the next lower category will be requested until a minimum of three (3) candidates are available on a referral list for consideration.

SECTION 7. It is understood that non-selection from a properly constituted referral list may not form the basis for a grievance.

SECTION 8. A noncompetitive career promotion of an employee whose position has been reclassified to a higher grade or to a position with a higher representative rate because of the addition of duties or responsibilities will be made in accordance with applicable laws and regulations.

## **ARTICLE 22**

### **CIVILIAN DRUG TESTING**

SECTION 1. Testing Designated Positions (TDP) will be governed by Executive Order 12564, Air Force Instruction (AFI) and the latest Department of Health and Human Services (HHS) guidance.

SECTION 2. An employee directed for testing will be granted necessary duty time to participate in the collection process.

SECTION 3. Bargaining Unit Employees who have previously notified, arranged and been approved for leave by their supervisor will be excused from testing that day, unless there is sufficient duty time remaining to perform test.

SECTION 4. When a handicapped Bargaining Unit Employee is directed/selected for drug testing an appropriate arrangement will be made based on the individual employee's need at that time. The appropriate arrangement will ensure that the employee will be able to provide a sample.

SECTION 5. Bargaining Unit Employees may submit medical documentation to justify as valid proof to the use of prescribed drugs to the Medical Review Officer (MRO).

SECTION 6. Bargaining Unit Employees whose tests have been confirmed positive will be notified by the Medical Review Officer (MRO). Employees will be provided a written notice to report for assessment and referral services. This notice includes consequences if they choose to decline the referral for counseling/rehabilitation or fail to complete the counseling/rehabilitation process.

SECTION 7. Appropriate disciplinary action related to a positive test result will not be considered until the Agency is satisfied the test results are verified and validated.

SECTION 8. The employee may use leave for treatment and counseling.

## ARTICLE 23

### CIVILIAN EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. PURPOSE: The Employer and the Union agree to promote the Employee Assistance Program (EAP), and recognize the need to assist an employee whose job performance is adversely affected by alcohol, drug, medical, behavioral, medical or other problems.

- A. The Union supports the Employer's EAP as a means of providing information, education, and other appropriate assistance or referral services for employee problems.
- B. The EAP is voluntary and provides free initial assessment counseling and referral services to include but not limited to medical, behavioral, and stress problem.

SECTION 2. EMPLOYER AND UNION COOPERATION: The Employer and Union recognize their joint responsibility and concern in the prevention and control of drug and alcohol abuse which adversely affects the Air Force mission. They will cooperate in carrying out the Alcohol and Drug Abuse Prevention and Treatment Program as set forth in Air Force and OPM directives. This includes a commitment to identifying and rehabilitating drug and alcohol abusers while protecting the employee's right to privacy and dignity. The following principles are agreed upon:

- A. Drug and alcohol abuse are health problems, which can be diagnosed by medical authorities only. Supervisors must be able to describe the employee's behavior to the counseling staff but should not attempt to diagnose or draw conclusions.
- B. Records of identity, diagnosis, prognosis, or treatment are privileged information, which may be disclosed only as outlined in Air Force and OPM directives.
- C. The Employer and Union are concerned with an employee's use of alcohol only when it results in an employment-related problem and not with the employee's private decision to use alcoholic beverages when not on duty.

SECTION 3. METHODS OF REFERRAL: Although the function of the EAP is assessment, short term counseling and referral services, the employee will not be required to participate in the program, nor will an employee be penalized for declining the services of the EAP. To receive help contact the EAP Assistant at (910) 396-5784, and an appointment will be made. Methods of referral include but are not limited to, Self-Referral, Management Referral, or Union Referral.

SECTION 4. EMPLOYEES: Employees whose performance or conduct is adversely affected by drug or alcohol abuse will be offered the opportunity for rehabilitation through the appropriate base agencies or through local community rehabilitative resources. This does not limit management's right to discipline when deemed appropriate.

SECTION 5. LEAVE: Employees will be granted accrued sick leave, annual leave, or leave without pay for treatment or rehabilitation of a drug/alcohol problem in accordance with applicable laws and regulations. Consideration will be given to assurances from competent authority of the treatment center that the employee is meeting the criteria expected by the treatment center.

**SECTION 6. CONFIDENTIALITY:** Records created in relation to an employee's problem or issue will be regarded as confidential. Information from these records will be released to Union representatives and/or third parties upon written authorization from the employee. Employees who are proposed for disciplinary actions or performance related actions are encouraged to make supervisors aware of participation in EAP or other counseling in order that the supervisor can fully consider all aspects of the situation.

**SECTION 7. EMPLOYER:** The Employer will maintain a strong and vigorous program for identifying unit employees who have an alcohol, drug, or other problem which is interfering with the efficient and safe performance of their assigned duties or reducing their dependability and for offering rehabilitative assistance to such individuals.

## **ARTICLE 24**

### **ADVERSE WEATHER**

**SECTION 1. COVERAGE:** The Employer will curtail operations when weather conditions pose a threat to health or safety of employees in accordance with applicable regulations. Employees relieved of duty pursuant to such a decision will be granted administrative leave in accordance with appropriate regulations.

**SECTION 2. NOTIFICATION:**

- A. When the Employer decides during duty hours to release personnel on administrative leave, employees will be notified as promptly as possible through their respective supervisor.
- B. When the Employer decides during non-duty hours to operate on a reduced basis or close the installation due to adverse weather conditions, the Employer will disseminate the information via social media and via the AtHOC notification system immediately after the decision is made. All employees must provide an after-hours contact number or personal email in order to receive messages from this system.
- C. Employees share in the responsibility to verify the installation status during adverse weather conditions and/or delays in reporting due to adverse weather.

**SECTION 3. GENERAL INFORMATION:** When the Employer decides that activities must be curtailed due to inclement weather, power failure, or other interruptions, employees considered weather essential, as determined by the Employer, will be required to report or remain on duty. Employees who the Employer considers to be weather essential employees will be advised in writing at least 48 hours prior to being designated a weather essential employee. All other non-weather essential employees will be administratively excused without charge to leave or loss of pay. All other scheduled absences will be appropriately charged in accordance with applicable regulations.

**SECTION 4. WEATHER ESSENTIAL:** For the purpose of this article, the term weather essential is defined to mean those functions and/or employees that are necessary to support the mission, provide life-supporting utilities and communications, and protect the health and well-being of the base population during adverse weather.

- A. When it has been determined that activities must be curtailed due to adverse weather conditions, weather essential employees are expected to make every reasonable effort to report for duty.
- B. If it is impossible for weather essential employees to report for duty, administrative leave will not be granted, but weather essential employees may request to use other appropriate leave.

**SECTION 5. EXTREME HEAT:** If conditions of extreme heat develop during duty hours, the following actions will be taken:

- A. The Employer will determine and announce through channels appropriate heat index warnings. Heat Category IV (also known as Red) and Heat Category V (also known as Black) will be immediately acted upon by the Employer by issuing the warning and directing appropriate relief for employees.
- B. When directing the work of employees, the Employer will consider the recommended work/rest cycles contained with AFI 48-151 in order to minimize the risk thermal injury.

SECTION 6. COLD WEATHER WORKING CONDITIONS: When directing work of employees, the Employer will consider the Cold Stress Guidelines contained with AFI 48-151 and utilize the preventative recommendations contained therein to the extent practicable.

SECTION 7. EXCESSIVE TEMPERATURES (HOT OR COLD):\_When circumstances require employees to work in temperatures deemed to be excessive, the Employer will take whatever action is appropriate under the provisions of this Article to arrange better working conditions for employees. These provisions will not apply in work areas which habitually involve exposure to extreme temperatures and for which protective clothing, equipment, or other devices are provided by the Employer.

SECTION 8. OTHER EMERGENCY CONDITIONS: All other emergency situations (other than adverse weather) will be accomplished in accordance with law, rule(s) and/or regulations.

## **ARTICLE 25**

### **TRAINING**

**SECTION 1. EMPLOYEE TRAINING:** The Employer and the Union agree that training and development of employees is mutually beneficial. The parties agree to stress to the employees the need for self-development and training to increase efficiency and improve potential for advancement.

**SECTION 2. EMPLOYER:** The Employer agrees to continue its training program for unit personnel consistent with the needs of the activity to accomplish the mission and Subject to the availability of funds.

- A. In this regard a positive, continuous, practical and economical training program will be conducted to the extent necessary to maintain an efficient and competent work force.
- B. The Employer has discretion to select the subject matter for training, select trainees and assigning training priorities.
- C. Supervisors will provide necessary on-the-job orientation and/or formal training to assist an employee newly assigned to a permanent position or RIF'd to a different position to reach expected performance standards.
- D. When training is given primarily to prepare employees for advancement and is required for promotion (that is an employee is not eligible for promotion unless he has completed the training), selection for the training is made under competitive promotion procedures.

**SECTION 3. UNION TRAINING RECOMMENDATIONS:** The Union may make training recommendations and offer training, sponsored by the Union, to the Employer. The Employer will give due consideration to Union recommendations.

**SECTION 4. TRAINING MEDIUM:** The Employer may provide bargaining unit employees job training thru webinars, self-study, video, and online classes.

## **ARTICLE 26**

### **DETAILS AND TEMPORARY PROMOTIONS**

SECTION 1. GENERAL: A detail is the temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to his regular duties at the end of the detail. Details of employees will be kept within the shortest practicable time limits as set forth in this agreement, applicable regulations, and Office of Personnel Management guidance.

SECTION 2. The Employer recognizes the basic principles that an Employee should be assigned to the duties of the position in which he is employed. However, to meet temporary needs of the work program when necessary services cannot be obtained, details may be used.

SECTION 3. Supervisors are responsible for selecting employees for detail on an impartial basis; for informing employees of details, reasons, duties and estimated duration; and for establishing proper controls to ensure that details are recorded and terminated on time and that any extensions are requested sufficiently in advance for necessary approval.

SECTION 4. Short term details of 30 days or less days will be recorded by the supervisor on the AF Form 971, Supervisor's Record of Employee.

SECTION 5. Details shall be distributed equitably among qualified employees with consideration being given to such factors as the character of the work, availability, organizational location of employees, and knowledge of the particular type of work involved.

SECTION 6. Details of thirty-one (31) consecutive calendar days or more will be documented on the appropriate form, a copy of which will be filed in the Employee's eOPF.

SECTION 7. Employees detailed to established positions of a higher grade shall be temporarily promoted to the higher grade (if otherwise qualified) effective the 61<sup>st</sup> day of the assignment. Where a temporary promotion is to be effected to a position with a known promotion potential or for a period in excess of 120 days, such promotion will be made under competitive promotion procedures. Temporary details of 120 days or less may be made as exception to competitive merit promotion procedures.

SECTION 8. DETAILS TO UNCLASSIFIED POSITIONS: An employee detailed to an unclassified position will be provided a statement of duties to be performed.

SECTION 9. DETAILS TO AN ESTABLISHED POSITIONS: An employee detailed to an established position will be provided a copy of the position description to which they are detailed

SECTION 10. DURATION: In all details the employee will be advised as to the duration of the detail.

## **ARTICLE 27**

### **REDUCTION IN FORCE**

**SECTION 1. GOVERNING REGULATIONS:** All Reductions In Force will be carried out in accordance with applicable laws, rules and regulations, as established by the National Defense Authorization Act (NDAA) for Fiscal Year 2016 (Public Law 114-92), section 1597 (f).

**SECTION 2. DEFINITIONS:** A Reduction In Force (RIF) occurs when an employee is released from his competitive level by separation, demotion, furlough for more than 30 days, or reassignment requiring displacement, when the release is required because of lack of work, shortage of funds, reorganization, reclassification due to changes in duties, or the exercise of reemployment or restoration rights.

**SECTION 3. RETENTION REGISTER:** If an employee receives a RIF notice, they and/or their designated Union representative may review the retention register, in the Civilian Personnel Office, for their competitive level. The employee and/or their representative may also review the retention registers, in the Civilian Personnel Office, for competitive levels into which the employee may legally bump or retreat. Relevant records will be made available for review at the Civilian Personnel Office. The Rating of Record; Tenure Group; Average Score; Veterans Preference; and DOD Service Computation Date- RIF (DOD SCD-RIF), will be utilized in determining their retention standing.

**SECTION 4. UNION NOTIFICATION:** The Employer will notify the Union in writing of a Reduction In Force (RIF) and typically this notification will be at least 120 days prior to the RIF effective date. Notifications should include the following information:

- A. The estimated number of employees involved;
- B. The anticipated effective date; and
- C. Any pertinent information available at that time the notice is made to the union.

**SECTION 5. EMPLOYEE NOTIFICATION:** The Employer will notify the employees in writing at least 60 days prior to the effective date of the RIF.

- A. Employees who are offered in writing a valid position will have five (5) work days to respond.
- B. The employee will return the offer to the Civilian Personnel Section (CPS) and will annotate on the form their intentions, accepting or declining the position.
- C. Employees who decline the offer may be separated from employment.
- D. Employees who failure to respond within five (5) work days will be considered as declination of the offer.
- E. Any offer of a position will be accompanied by a memorandum containing the following sentence: "Accepting the position offered by this letter will not prevent you from being offered a better position, if qualified, should one become available before the effective date of the RIF."

**SECTION 6. EMPLOYEES RIF INTO NEW POSITION:** Supervisors of Employees who are placed into a new position due to RIF will adhere to the procedures as outlined in this agreement and stated in article 17, Performance Management and Appraisal Program.

**SECTION 7. ELECTRONIC PERSONNEL FILE REVIEW:** Employees are highly encouraged to review their Electronic Official Personnel Folder (EOPF) at least annually to ensure the records are up to date. If at any time the employees see or find a discrepancy the employee should contact their servicing CPS.

**SECTION 8. TOWN HALL MEETINGS:** No later than thirty (30) days after the Union receives notification of an impending RIF, a town hall meeting will be held with affected employees, management/supervisors, and the Union and staff members of the Civilian Personnel Office. Employees will be kept informed of all relevant issues surrounding the RIF and have the opportunity to voice their concerns at the town hall meetings.

## **ARTICLE 28**

### **POSITION MANAGEMENT AND CLASSIFICATION**

**SECTION 1. POSITION DESCRIPTIONS AND CORE DOCUMENTS:** The Employer agrees that position descriptions and core documents will be written based on the duties and responsibilities assigned to positions. Classification standards can be accessed by the employee or the union through the Office Personnel Management (OPM) website.

**SECTION 2. COPIES OF POSITION DESCRIPTIONS:** A copy of the position description/core document will be furnished to the employee when initially assigned and as changes are made.

**SECTION 3. POSITION DESCRIPTION ACCURACY:** The parties agree that it is the responsibility of the employer and employee to certify the accuracy of the position description at the beginning of the annual performance cycle by annotating the appropriate block of the performance plan. If the position description is not accurate, it should be amended to reflect the duties and responsibilities of the employee's position.

**SECTION 4. EMPLOYEE REQUEST:** Employees will be afforded the opportunity to discuss with the Employer his/her position description/core document to determine the description accuracy.

**SECTION 5. CLASSIFICATION REVIEW:** When an employee believes the grade or classification of the position is incorrect, the employee may request in writing a review of the classification through supervisory channels. The review will be conducted within a reasonable period of time consistent with mission needs and workload constraints.

**SECTION 6. CLASSIFICATION APPEAL:** If the employee is dissatisfied with the Employers classification or the results of a review, the employee may appeal in accordance with OPM regulatory appeal procedures. The employee's right to full information concerning the basis for classification of his/her job shall not be abridged in any manner by any management official.

**SECTION 7. OTHER DUTIES AS ASSIGNED:** The Employer agrees that employees normally will be assigned work which is appropriate to their position description/core document, taking into account the mission of the agency. It is understood that the phrase "other duties as assigned" shall be to the maximum extent consistent with mission requirements. Normally, employees shall be assigned work both appropriate to their job classification and grade level. Assignments should take into consideration the employee's ability to perform the task. Assignments outside the normal job description will be distributed fairly and equitably.

## **ARTICLE 29**

### **OCCUPATIONAL SAFETY AND HEALTH**

**SECTION 1. EMPLOYER OBLIGATIONS:** The Employer will make every reasonable effort to provide and maintain working conditions for employees, in accordance with Air Force Occupational Safety and Health Standards (AFOSH). The employer agrees to provide all employer required personnel protective shoes, clothing, equipment and/or devices.

**SECTION 2. UNION OBLIGATIONS:** The Union will cooperate in this effort by promoting good safety practices and encouraging employees to work in a safe manner, to avoid on the job accidents and injuries. In this effort, the parties agree to meet at least semiannually to discuss safety and health programs.

**SECTION 3. EMPLOYEES OBLIGATION:** Employees will comply with Air Force occupational safety and health standards (AFOSH) which are applicable to their own actions and conduct. Employees are required to promptly report any ill-fitting personal protective shoes, clothing, equipment and/or devices. It is further recognized that each employee has a primary responsibility for their own safety and an obligation to know and observe safety rules and Air Force Occupational Safety and Health Standards (AFOSH) as a measure of protection for themselves or others.

**SECTION 4. EMPLOYEE RIGHTS:** Employees will not be required to use equipment which has been condemned or evaluated as unsafe or perform work which is contrary to published or accepted safety practices. The Employer and the Union agree that the provisions of Air Force Occupational Safety and Health Standards (AFOSH) will be adhered to. An employee will have the right to appropriate relief from an assigned task because of a reasonable belief that, under the circumstances the task 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. Management will investigate alleged unsafe working conditions. Employees will return to duty following a determination that an area is safe.

**SECTION 5. EMPLOYEES CONCERNS:** Employee(s) concern over occupational safety and health should be first addressed with their immediate supervisor and if their supervisor is not available, with next level supervisor in their chain of supervision. Supervision will investigate the alleged safety issue and will determine what safety actions, if any, can be taken to alleviate/mitigate the employees concern and report their findings to the appropriate Group/Squadron Safety Officer.

## **ARTICLE 30**

### **ENVIRONMENTAL DIFFERENTIAL/HAZARDOUS DUTY PAY**

**SECTION 1. PURPOSE:** The purpose of this article is to define the situations/circumstances under which Hazardous Duty Pay (HDP) and Environmental Differential Pay (EDP) will be paid to employees. Specific guidelines are established in the Code of Federal Regulations, Title 5, Part 550.901 and Part 532.511 respectively.

**SECTION 2. COVERAGE:** This article applies to all bargaining unit civilian employees employed on a full-time, or less than full-time basis.

- A. HDP is paid to General Schedule employees.
- B. EDP is paid to Wage Grade employees.

This distinction is made based on the difference in statutes authorizing HDP and EDP.

**SECTION 3. WORK PRACTICES:** The use of HDP/EDP is not intended to condone work practices which circumvent Federal safety laws, rules or regulations. Where environmental differential/hazardous duty pay has been mitigated by adequate safeguards which may include protective clothing and/or devices, failure to utilize such safe guards, clothing, and/or devices will not justify payment of environmental differential/hazardous duty pay. Failure of an employee to utilize provided protective clothing and/or devices may result in disciplinary action.

**SECTION 4. PAYMENT OF HDP/EDP:** HDP and EDP are additional pay for exposure to hazards, physical hardships, or working conditions of an unusually severe nature that cannot be eliminated or significantly reduced by preventive measures, including the use of safety equipment and protective clothing. HDP and EDP are not substitutes for safe practices, not paid for the customary hazards of a trade or craft, and are not authorized if the employee refuses to apply the safety measures provided by management.

**SECTION 5. EMPLOYEE RESPONSIBILITIES:** Employees are responsible to maintain safe working habits. Employees should report perceived unsafe practices or procedures to their immediate supervisor, or through their supervisory chain. When management fails to take action on a reported perceived unsafe work practice or procedure, the employee may then take the matter to his/her Union representative.

**SECTION 6. SUPERVISORY RESPONSIBILITIES:** All supervisors and managers have the responsibility to instruct their employees in safe work procedures. In those instances where the actions of the Employer do not overcome the hazard or physical hardship, and HDP or EDP is authorized, the employee will be paid in accordance with local policies and regulation.

SECTION 7. HAZARDOUS DUTY/ENVIRONMENTAL DUTY:

- A. Hazardous duty is defined as work performed under circumstances in which an accident could result in serious injury or death; such as work performed on a high structure where protective facilities are not used. Specific examples of situations which authorize payment of HDP and the percentages authorized by OPM are located in Appendix A of the Code of Federal Regulations, Title 5, 550.901.
- B. Environmental Differential Pay is defined as work involving unusually severe hazards or unusually severe working conditions. Specific examples of situation which authorize payment of EDP and the percentages authorized by OPM are located in Appendix J of the Code of Federal Regulations, Title 5, 532.511.
- C. Neither the Employer or Union, nor the supervisor has the authority to locally approve a request to establish a new HDP or EDP work situation. The Union may make a request to the Employer to establish a new HDP or EDP work situation on Pope AAF that can be forwarded to OPM to be included in Appendix A or Appendix J as appropriate.
- D. The Employer and the Union may negotiate on coverage of additional local situations under appropriate application of Appendix A or Appendix J of the Code of Federal Regulations; determine if a local work situation is covered under an approved category, even if the work situation may not be described under a specific illustrated example; submit a joint request, through Army channels, to OPM, recommending categories that are suitable for addition to Appendix A or Appendix J.

SECTION 8. LOCAL CONDITIONS: Local conditions may exist at Pope AAF that create the entitlement to HDP or EDP using the examples in Appendix A or Appendix J. When the Employer and the Union become aware of such local conditions, those conditions will be reduced to writing as a policy specific to the particular workplace conditions (e.g., heavy machinery operating in a dud range area). Those policies will be used to insure HDP/EDP are paid to employees entitled to those pay differentials.

SECTION 9. ASBESTOS EXPOSURE: Environmental Differential Pay and Hazardous Duty Pay will be paid for exposure to airborne concentration of asbestos where such concentration exceeds the current Occupational Safety and Health Administration (OSHA) exposure limit. When working with asbestos employees are expected to follow safe work practices as described in Section 3 of this Article.

## ARTICLE 31

### EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. GENERAL: The Employer and the Union recognize the importance of providing equal opportunity in employment for all persons; and the requirement to prohibit discrimination because of race, color, religion, sex, marital status, national origin, age, or handicapping condition.

SECTION 2. Any Employer representative who has authority to take, direct others to take, recommend, or approve any personnel action, shall not with respect to such authority discriminate for or against any employee:

- A. On the basis of race, color, religion, sex, or national origin, as prohibited under Section 717 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-16).
- B. On the basis of age, as prohibited under Sections 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. 631, 633a).
- C. On the basis of sex, as prohibited under Section 6(d) of the Fair Labor Standards Act of 1938 (20 U.S.C. 206(d)).
- D. On the basis of handicapped condition, as prohibited under Section 501 of the Rehabilitation Act of 1973 (29 U.S.C. 791).
- E. On the basis of marital status or political affiliation, as prohibited under any law, rule, or regulation.

SECTION 3. The Union will assist the Employer and the Equal Employment Opportunity Office in affirmative actions designed to meet appropriate objectives in equal opportunity. The President of the Local or their designee and the Equal Employment Opportunity Officer will meet as often as deemed necessary relative to equal employment matters. Requests for such meetings should include the subject matter to be discussed including the issues involved where appropriate.

## **ARTICLE 32**

### **CONTRACTING OUT**

**SECTION 1: REQUIREMENT FOR MONTHLY CONSULTATION:** During the development and preparation of the Performance Work Statement (PWS) and the agency tender, the Employer or designee will consult with the Union on behalf of the employees who will be affected by the completion at least monthly and consider their views on the development and preparation of the PWS and agency tender. This monthly consultation will normally be face to face, and it must be face to face if requested by the Union.

**SECTION 2: RIGHT OF FIRST REFUSAL:** Personnel actions involving employees directly affected by contracting out actions will be taken in accordance with Reduction in Force or other appropriate procedures. In the instances where employees are separated under RIF procedures, the Employer will address to the Contractor any complaints by affected employees of failure to receive Right of First Refusal.

## **ARTICLE 33**

### **UNION-MANAGEMENT MEETINGS**

SECTION 1. UNION-MANAGEMENT MEETINGS: Both parties agree that meeting between the Union and the Employer benefit employees and the mission.

- A. Union representatives shall be permitted to meet with management officials of the Employer on appropriate subjects of general interest to employees.
- B. The Union will request to meet with management officials by emailing the Civilian Personnel Officer or their designee.
- C. Management Officials will request through the Civilian Personnel Officer or their designee to meet the Union through the Union President.

SECTION 2. Union participation in such meetings, does not constitute a waiver of bargaining rights.

## **ARTICLE 34**

### **TRAVEL**

**SECTION 1. GENERAL:** Employees may be required to perform temporary duty travel in order to satisfactorily accomplish the duties of their positions and the mission of the Employer. For purposes of this Agreement, travel assignments are defined as assignments requiring absence from the permanent duty station for official.

- A. Travel away from the duty station is covered by the JFTR and DOD travel Regulations which can be accessed through the Air Force Portal.
- B. Issuance of travel orders, advance of travel pay and payment of per diem and travel allowances shall be in accordance with applicable laws and regulations.

**SECTION 2. COMPENSATORY TIME FOR TRAVEL:** All travel compensatory time will be made in accordance with governing law and regulations.

**SECTION 3. USE OF GOVERNMENT TRAVEL CARD:** Employees who have been issued a Government Travel Charge Card (GTCC) shall only use the GTCC for authorized official government travel and expenses.

- A. Unit employees are expected to pay financial obligations in a proper and timely manner in accordance with applicable regulations.
- B. Employees when filing their travel voucher in the DTS system will annotate the required block for split disbursement for all outstanding charges made on their GTCC.
- C. Issues raised as a result of the GTCC usage will be addressed through the employee's supervisor or GTCC coordinator.

**SECTION 4. TRAVEL ON EMPLOYERS PREMISE:** The Employer should provide transportation when available to employees to any point of the Employer's premises when the employee is conducting official business.

## **ARTICLE 35**

### **CHILD CARE**

**SECTION 1. RECOGNITION:** This article addresses the childcare needs of Pope Army Air Field employees. The parties recognize that the employees may have child care needs during working hours. The parties further recognize the need for such parents to secure appropriate arrangements.

**SECTION 2. INFORMATION:** The Employees may visit the Fort Bragg Directorate of Morale, Welfare and Recreation for information regarding childcare services available on base.

**SECTION 3. REQUEST FOR LEAVE:** Leave may be granted to employees that request to participate in programs designed to assist with childcare needs. Supervisors will use discretion when considering request for leave for childcare purposes.

**SECTION 4. CHILD CARE FACILITIES:** Day care services will be made available for the children of unit employees in accordance with applicable agency regulations.

## **ARTICLE 36**

### **REASONABLE ACCOMMODATION**

**SECTION 1. GENERAL:** As required by law and regulation, the Employer will reasonably accommodate the needs of qualified employees with known disabilities.

**SECTION 2. EMPLOYEES RESPONSIBILITIES:** Employees who are in need of a reasonable accommodation will bring it to the attention of their immediate supervisor. Employee's request for reasonable accommodation does not need to be in writing; however, it is preferred.

- A. The employee, at the time of the request, will identify necessary accommodations to their immediate supervisor that will satisfy the employee request for a reasonable accommodation.
- B. If the employee cannot think of any recommendations, the supervisor will assist with coming up with potential solutions to be explored by participating in an informal dialogue with the employee after the request has been made.

**SECTION 3. MEDICAL DOCUMENTATION:** The employer also may request reasonable documentation that the individual has an ADA disability and needs a reasonable accommodation.

- A. The documentation provided by the employee will be about the disability and the functional limitations come from an appropriate health care or rehabilitation professionals.
- B. If an individual's disability or need for reasonable accommodation is not obvious, and the employee refuses to provide the reasonable documentation requested by the employer, then the employee is not entitled to reasonable accommodation.
- C. The Employer will not ask for documentation when:
  - (1) Both the disability and the need for reasonable accommodation are obvious, or
  - (2) The individual has already provided the employer with sufficient information to substantiate that s/he has an ADA disability and needs the reasonable accommodation requested

**SECTION 4. ACCOMMODATION:** The employer has the right to choose specific accommodation(s) it can provide, as long as the accommodation enables the employee to perform the essential functions of the position without endangering the health or safety of the employee or other employees. Accommodations that cause an undue hardship on the employer, or a specific reasonable accommodation would cause significant difficulty or expense, will be denied.

## **ARTICLE 37**

### **DISCIPLINARY AND ADVERSE ACTIONS**

**SECTION 1. GENERAL:** Discipline and Adverse Actions should be constructive, taken for just cause, and should promote the efficiency of the service. The parties mutually agree that effective discipline should be taken in a timely manner.

**SECTION 2. DEFINITIONS:**

- A. An oral admonishment is considered a disciplinary action of the lowest level. Oral admonishments are documented in the Supervisor Employee's Folder (AF FORM 971) for a period of no more than two (2) years from the date of issue.
- B. A reprimand or suspension of fourteen (14) days or less is considered a formal disciplinary action. Reprimands or suspension will be filed in the employees Official Personnel Folder (eOPF). A reprimand will be maintained in the employee's eOPF for a period of two (2) years from the date of issue. A suspension will be maintained in the employee's eOPF permanently.
- C. For the purpose of this article, a removal or suspension of fourteen (14) days or more, or a reduction in grade or pay is considered an adverse action. Adverse actions will be maintained in the employee's eOPF permanently.

**SECTION 3. INVESTIGATION:** Disciplinary actions will be initiated only after investigation into the facts and circumstances concerning the alleged misconduct and will be supported by a preponderance of the evidence. Supervisors are encouraged to ask questions of employees prior to issuing a disciplinary action or adverse actions.

**SECTION 4. FORMAL DISCIPLINE PROCEDURES:** An employee against whom a reprimand or a suspension of fourteen (14) calendar days or less is proposed is entitled to:

- A. An advance written notice stating the specific reasons for the proposed action;
- B. A reasonable time, not less than ten (10) work days, to answer orally and/or in writing and to furnish affidavits or other documentary evidence in support of his reply;
- C. Be represented by the Union; and
- D. A written decision and specific reasons therefore at the earliest practicable date.

**SECTION 5. ADVERSE ACTION PROCEDRES:** An employee against whom an adverse action is proposed is entitled to:

- A. At least thirty (30) days advance written notice stating the specific reasons for the proposed action, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed or in the event of a furlough due to unforeseeable circumstances as provided for by law;

B. Not less than ten (10) work days to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;

C. A written decision and the specific reasons at the earliest practicable date;

D. The Employer will inform the employee in the decision letter of grievance/appeal rights; and

E. If appeal is made to the Merit Systems Protection Board, the employee may have a representative of his choosing; and notice of appeal rights.

**SECTION 6. FORMAL DISCIPLINE GRIEVANCE RIGHTS:** Grievances contesting a formal disciplinary action or suspension of fourteen (14) days or less may be filed at the final step of the Negotiated Grievance Procedure in accordance with the timelines described in Section 9 of the Negotiated Grievance Procedure Article of this agreement.

**SECTION 7. ADVERSE ACTIONS GRIEVANCE/APPEAL RIGHTS:** Decisions regarding removals or suspensions of more than fourteen (14) days or reduction in pay or grade may elect to file a grievance under that procedure or appeal to the Merit Systems Protection Board (MSPB), but not both. If the employee elects to file a grievance, it must be filed at the final step of the Negotiated Grievance Procedure in accordance with the timelines described in Section 9 of the Negotiated Grievance Procedure Article of this agreement.

**SECTION 8. DOCUMENTATION/EVIDENCE:** The Employer shall provide or make available to an employee at the time a reprimand or a proposed suspension or adverse action is issued, a copy of all evidence, including statements, regulations, etc., used by the Employer to support the action.

**SECTION 9. EMPLOYEE'S VOLUNTARY ACTION:** An employee may resign for any reason, at any time. Employees who receive a disciplinary or adverse action may resign prior to the effective date of the disciplinary or adverse action.

## **ARTICLE 38**

### **NEGOTIATED GRIEVANCE PROCEDURES (NGP)**

**SECTION 1. PURPOSE:** The purpose of this article is to provide a mutually acceptable method of prompt and equitable resolution of grievances. The Employer and the Union recognize and endorse the importance of bringing to light and resolving grievances in a prompt manner. The parties agree that the expeditious settlement of grievances at the lowest possible level is in the best interest of the government service. This procedure is designed to provide an ethical, orderly, and equitable means for resolving grievances.

**SECTION 2. GRIEVANCE DEFINITION:** A grievance shall be defined as any complaint:

- A. By a unit employee concerning any matter relating to the employment of the employee;
- B. By the Union concerning any matter relating to employment of unit employees; or
- C. By any unit employee, the Union, or the Employer concerning:
  - (1) The effect or interpretation, or a claim of breach of this agreement; or
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

**SECTION 3. GRIEVANCE EXCLUSION:** The following are excluded from coverage of this Negotiated Grievance Procedure (NGP):

- A. Any allegation which by law or applicable regulation may not be raised as a part of a negotiated grievance procedure.
- B. A claimed violation of prohibited political activities;
- C. Retirement, life insurance, health benefits, and matters under the auspices of the Office of Workers' Compensation Programs, U.S. Department of Labor;
- D. A suspension or removal under 5 USC 7532, national security;
- E. Any examination, certification, or appointment of candidates for Federal employment;
- F. The classification of any position which does not result in the reduction in grade or pay of an employee;
- G. An allegation or complaint of discrimination based on race, color, religion, sex, age, national origin, marital status, political affiliation, or handicapping condition;
- H. Non-selection for promotion from a group of properly ranked and certified Candidates;
- I. Separation during probationary period;
- J. Matters raised whole or in part in an Unfair Labor Practice (ULP);
- K. A proposed disciplinary action or a proposed adverse action;
- L. Non-adoption of a suggestion; and
- M. The content of published agency policies and regulations.

SECTION 4. POLICY AND COMMUNICATIONS: Most grievances arise from misunderstandings which can be settled promptly and satisfactorily on informal basis at the immediate supervisory level.

- A. The Employer and the Union agree that every effort will be made by the Employer, the Union and the Employee(s) to settle grievances at the lowest possible level.
- B. The Employer and the Union further agree that the initiation of a grievance by an employee in good faith should not be consider a reflection on the employees loyalty to the organization, nor should the grievance be construed as a reflection on the employees supervisor.
- C. Communication between the Employer, the Union and/or the Civilian Personnel Officer/ or their designee representatives is encouraged to continue throughout the grievance process to bring a satisfactory resolution to the grievance.
- D. Therefore, no provisions of this Article should be interpreted to discourage communication to resolve the grievance between the parties delegated representatives, grievant representative and Civilian Personnel Officer/ or their designee.

SECTION 5. GRIEVING PARTIES: Grievances may be initiated by, Employee(s) (individually or jointly), the Union, or the Employer.

SECTION 6. PROCEDURE: This negotiated grievance procedure is the sole procedure available to unit employees for resolving covered matters.

- A. Employees covered by this agreement may represent themselves or be represented by the Union.
- B. Employee or group of employees may present their grievance(s) to the Agency and have them adjusted with or without Union representation at the grievant's discretion. If the grievant desires to represents themselves throughout the grievance process, the Union:
  - (1) Shall have the right to have its representative present during the grievance.
  - (2) Grievance adjustment/ settlements that could lead to the possible modification of this agreement will not be made by the employer without giving the Union representative, which the union is an entitled party on such matters, the opportunity to participate in the discussion.
  - (3) This right to individual presentation/ representation does not include the right to take the matter to arbitration, unless the union agrees to do so.

SECTION 7. IDENTICAL GRIEVANCES: Should two or more employees have identical grievances, the grievances can be combined if the Employer and Union agree to combine the grievances and process them as one grievance. The decision on the combined grievance will be binding on the other grievances.

- A. Amended grievance. The Union and the Employer may agree that a grievance can be amended to add matters when additional, relevant information becomes available during the grievance process.

- B. A new grievance must be filed when the parties do not agree to amend a grievance to resolve new matters discovered during the grievance process.

SECTION 8. PREPARATION TIME: An aggrieved employee in duty status shall be granted a reasonable amount of official duty time to prepare and present their grievance.

- A. Supervisors will approve such request for a reasonable amount of official time prior to the employee using such requested time.
- B. If the mission dictates that the employee cannot be released at the requested time the employee will be given another time and date that they will be released.
- C. No grievant is entitled to overtime pay or credit time as a result of official time granted to prepare and/ or present a grievance.

SECTION 9. TIME LIMITS: A grievance by the Employee, the Union or the Employer shall be filed within twenty-one (21) calendar days of the incident or learning of the incident being grieved, except for extenuating circumstances such as unavoidable or an authorized absence of the aggrieved.

- A. Once a grievance has been accepted for processing under this grievance procedure, failure of the Employee, the Union or the Employer to comply with any applicable time limit will terminate further consideration of the grievance except as otherwise provided herein.
  - (1) Failure of a management official of the Employer to comply with any applicable processing time limit will constitute a valid basis for the grievance to be promptly advanced to the next higher step of this grievance procedure.
  - (2) However, any time limits stated in this Article may be extended by mutual written agreement between the Employer and the Union.

SECTION 10. GRIEVANCE CONTENT AND FORMAT: Each step of the Employees grievances will be presented in writing and must set forth the following:

- A. The Employees name, duty section, and position,
- B. The basis of the grievance;
- C. The date of the incident, or learning of the incident being grieved;
- D. If a meeting will be requested by the employee;
- E. All relevant information; and
- F. The corrective relief sought.

SECTION 11. EMPLOYEE STEP-ONE (1) GRIEVANCE: An employee shall first take up their grievance with their first-level supervisor and a copy of the grievance will be forward (emailed) to Civilian Personnel Officer or their designee.

- A. The employee may choose to represent themselves or to have a union representative.
- B. If the employee chooses to be represented by a union representative the request by the employee stipulating to do so will be made in writing.

- C. If a meeting is requested, by either party, the meeting will take place within seven (7) workdays of the receipt of the grievance and a representative of each party will be present.
- D. The meeting will discuss only those issues pertaining to the grievance.
- E. Only one representative from either party will attend the grievance meeting unless previously arranged.
- F. The first-level supervisor shall make a reasonable effort to resolve the grievance and will render their written decision, or finding/ conclusions to the employee within seven (7) workdays of the date the employee submitted the grievance or the date of the grievance meeting, whichever is later.
- G. The supervisor's written response will be sent to the employee, the union and the Civilian Personnel Officer/or their designee.

SECTION 12. EMPLOYEE STEP-TWO (2) GRIEVANCE: If the grievance is not satisfactorily settled following the supervisors written response in step-one (1), and the employee wishes to pursue the grievance further, the Step-two (2) grievance then must be presented to the next higher level supervisor and a copy of the grievance will be forward (emailed) to Civilian Personnel Officer or their designee.

- A. Step-two (2) grievance will be presented within seven (7) workdays of the step-one (1) grievance answer.
- B. The step-two (2) grievance will be presented in writing and the information provided will be in the same format as stated in section 10 of this article, along with any reply received in the step-one (1) grievance.
- C. If a meeting is requested, by either party, the meeting will take place within seven (7) workdays of the receipt of the grievance and a representative of each party will be present.
- D. The meeting will discuss only those issues pertaining to the grievance.
- E. Only one representative from either party will attend the grievance meeting unless previously arranged.
- F. The next higher level supervisor shall make a reasonable effort to resolve the grievance and will render their written decision, or finding/ conclusions to the employee within seven (7) workdays of the date the employee submitted the grievance or the date of the grievance meeting, whichever is later.
- G. The supervisor's written response will be sent to the employee, the union and the Civilian Personnel Officer or their designee.

SECTION 13. EMPLOYEE STEP-THREE (3) GRIEVANCE: If the grievance is not satisfactorily settled following the written response in step-two (2), and the employee wishes to pursue the grievance further, the Step-three (3) grievance will be presented (emailed) to the Civilian Personnel Officer/ or their designee who will then route the grievance to appropriate Group Commander/ or their designee. Grievances that arise from formal discipline or adverse actions will be initiated at this step.

- A. Step-three (3) grievance will be presented within seven (7) workdays of the step-two (2) grievance answer.

- B. The step-three (3) grievance will be presented in writing and the information provided will be in the same format as stated in section 10 of this article, along with any reply received in the first two steps of this grievance.
- C. If a meeting is requested, by either party, the meeting will take place within seven (7) workdays of the receipt of the grievance and a representative of each party will be present.
- D. The meeting will discuss only those issues pertaining to the grievance.
- E. Only one representative from either party will attend the grievance meeting unless previously arranged.
- F. The Employer will render their written decision to the employee within seven (7) workdays of the date the employee submitted the grievance or the date of the grievance meeting, whichever is later.
- G. The Group Commander/ or their designee written decision will be sent to the employee, the union and the Civilian Personnel Officer or their designee.

SECTION 14. UNION GRIEVANCE: Union grievances shall be filed with the appropriate Squadron Commander or their designee within twenty-one (21) calendar days of the Union becoming aware of the matter grieved and a copy of the grievance will be forward (emailed) to Civilian Personnel Officer or their designee.

- A. The Union grievance will be presented in writing and the information provided will be in the same format as stated in section 10 of this article.
- B. If a meeting is requested, by either party, the meeting will take place within seven (7) workdays of the receipt of the grievance and a representative of each party will be present.
- C. The meeting will discuss only those issues pertaining to the grievance.
- D. Only one representative from either party will attend the grievance meeting unless previously arranged.
- E. The Squadron Commander or their designee will render their written decision to the Union within seven (7) workdays of the date the Union submitted the grievance or the date of the grievance meeting, whichever is later.
- F. The Squadron Commander or their designee written response will be sent to the union and the Civilian Personnel Officer or their designee.
- G. If the grievance is not satisfactorily settled following the written response the Union can file a final grievance with the appropriate Group Commander or their designee and a copy of the grievance will be forward (emailed) to Civilian Personnel Officer or their designee.
- H. If a meeting is requested, by either party, the meeting will take place within seven (7) workdays of the receipt of the grievance and a representative of each party will be present.
- I. The meeting will discuss only those issues pertaining to the grievance.
- J. Only one representative from either party will attend the grievance meeting unless previously arranged.
- K. The Group Commander or their designee will render their written decision to the Union within seven (7) workdays of the date the Union submitted the grievance or the date of the grievance meeting, whichever is later.

- L. The Group Commander or their designee written response will be sent to the Union and the Civilian Personnel Officer or their designee.

SECTION 15. EMPLOYER GRIEVANCE: Employer grievances shall be filed in writing with the Pope Vice-President of the Union within twenty-one (21) calendar days of the Employer becoming aware of the matter grieved.

- A. The grievance shall specify the basis for the grievance and the corrective relief sought.
- B. A meeting shall be held to discuss the grievance within Seven (7) workdays of receipt of the grievance.
- C. Only one representative from either party will attend the grievance meeting unless previously arranged.
- D. The Pope Vice-President will render their written decision to the Employer within seven (7) workdays of the date the Employer submitted the grievance or the date of the grievance meeting, whichever is later.
- E. The Pope Vice-Presidents written response will be sent to the Employer and the Civilian Personnel Officer or their designee.
- F. If the grievance is not satisfactorily settled following the written response the Employer can file a final grievance with the Union President.
- G. If a meeting is requested, by either party, the meeting will take place within seven (7) workdays of the receipt of the grievance and a representative of each party will be present.
- H. The meeting will discuss only those issues pertaining to the grievance.
- I. Only one representative from either party will attend the grievance meeting unless previously arranged.
- J. The Union President will render his written decision to the Employer within seven (7) workdays of the date the Employer submitted the grievance or the date of the grievance meeting, whichever is later.

SECTION 16. GRIEVANCE ANSWERS: Employers offers of relief or resolution at any step must be accepted in writing

SECTION 17. GRIEVANCE MEDIATION: The parties may agree to consider the use of the Federal Mediation and Conciliation Service (FMCS) grievance mediation services.

- A. Grievance mediation must be requested in writing within ten (10) calendar days following the last step in the Grievance Procedure.
- B. Grievance mediation, if used, must be by mutual consent. Neither party is obligated to use this service, nor shall the voluntary, mutual consent to use the service limit a party's right to invoke arbitration at a later date.
- C. If the parties agree to use grievance mediation, they must submit a joint, signed request, asking for FMCS assistance. Such request will be made with the understanding that grievance mediation is an informal process intended as a supplement to and not a substitute for the arbitration process.
- D. The parties also agree that if grievance mediation is used, it shall be conducted at the discretion of the FMCS and that the parties agree to follow its guidelines, which entitle a grievant to be present at the mediation conference.

- E. The mediator has no authority to compel resolution of the grievance.
- F. If the grievance is not settled during the mediation process, the matter may proceed on to arbitration.
- G. Nothing said or done by the parties or the Mediator during mediation can be entered as evidence or used against them during any subsequent arbitration proceedings.
- H. Furthermore, the parties agree to hold FMCS, and the Mediator appointed by the Service to conduct the mediation conference, harmless of any claim of damages arising from the mediation process.

SECTION 18. INVOKING ARBRITRATION: Grievances not resolved through the provisions of this Article may be referred to arbitration by either party, the Union or The employer, in keeping with Article 37 (Arbitration) of this agreement.

## **ARTICLE 39**

### **ARBITRATION**

**SECTION 1. GENERAL:** If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure in Article 36, either party may invoke arbitration by written notification to the other party within fifteen (15) workdays after the receipt of the final grievance decision. The grieving party must request arbitration within fifteen (15) workdays after the final decision was due if no decision was issued.

**SECTION 2. TIME LIMITS FOR REQUESTING AND SELECTING AN ARBITRATOR:**

- A. Within fifteen (15) workdays of the respondent's receipt of the request for arbitration, the moving party shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to act as arbitrators.
- B. The party invoking arbitration will pay the appropriate FMCS administrative fee for arbitrator listings.
- C. The parties shall meet within ten (10) workdays after receipt of the list of arbitrators unless delay is mutually agreed upon.
- D. The party requesting arbitration will strike first.
- E. The Union and the Employer will each strike out one name from the list and shall then repeat the procedure. The remaining name shall be the selected arbitrator.
- F. If either party refuses to participate in the selection process the other party may send a notice of noncompliance with this agreement. If the party continues to refuse to participate in the selection process, the other party may select the arbitrator between ten (10) to thirty (30) workdays after the date of the notice of noncompliance.

**SECTION 3. REPRESENTATIVES AND ASSISTANTS:** Each party will designate one representative in writing who will be primarily responsible for presentation of the arbitration for their party. Each party will have no more than two assistants present at the arbitration.

- A. Union representatives participating in the arbitration are authorized official time when participating in the arbitration during duty hours when they would have otherwise been in a duty status.
- B. The parties agree that no union official will become entitled to overtime or credit time as a result of participating as a representative in an arbitration hearing.

**SECTION 4. SCHEDULING ABRITRATION:**

- A. The parties designated representative, see Section 6 of this article, will determine a date and time to meet jointly to contact the arbitrator selected, as stated in Section 2 of this article.
- B. The arbitration hearing will be held on the Employer's premises during the regular day shift hours of the basic workweek (Monday-Friday).
- C. All participants in the hearing shall be in a duty status, if otherwise scheduled to work during the hearings. Consistent with mission needs, the Employer will make every effort to schedule shift workers required to participate in the arbitration hearing to the appropriate day shift of the hearing.

**SECTION 5. GRIEVABILITY AND ARBITRABILITY ISSUES:** Grievability and arbitrability issues, if unresolved, will be handled as threshold issues at arbitration. Grievability and arbitrability issues must be raised in writing not later than ten (10) workdays after arbitration is invoked, as set forth in Section 1 of this Article.

**SECTION 6. PRE-ARBITRATION SUBMISSIONS:** The parties will in good faith attempt to define the issue(s) and agree on a joint submission to be sent to the arbitrator in advance of the hearing. If agreement cannot be reached, each party will submit their issue(s) to the arbitrator who will then determine the final wording of the issue(s). If both parties agree, the dispute may be decided upon written submissions only.

**SECTION 7. NON-AGREEMENT ON PRE-ARBITRATION SUBMISSION:** If agreement cannot be reached, each party will submit their issue(s) to the arbitrator who will then determine the final wording of the issue(s).

**SECTION 8. HEARING PROCEDURES:** The party requesting the presence of a witness at the arbitration shall bear the costs of travel for that witness. Witnesses no longer assigned to Pope AAF shall be allowed to testify via remote means. The party initially desiring a stenographic transcript of an arbitration hearing will arrange for a court reporter. One copy of any transcript will be provided to the arbitrator, upon request. The other party may request a copy of the transcript at anytime before the hearing concludes and each party will pay one-half of the costs of producing all copies of the transcripts. A party may obtain a copy of a transcript obtained by the other party must agree to pay one half of the total costs of producing all copies of the transcripts and must initiate reimbursement of the reporting firm of any excess paid by the requesting party.

**SECTION 9. ARBITRATORS FEES:** The Arbitrator's fee and expenses of the arbitration, if any, shall be borne equally by the Employer and the Union. In the event the arbitrator's fees cannot be negotiated to a fair and reasonable price, the parties will jointly request a new list of potential arbitrators from the FMCS. The Union and the Employer will each bear one-half of the approved invoiced costs submitted by the arbitrator.

**SECTION 10. ARBITRATORS AUTHORITY:** An Arbitrator is bound to enforce the terms of this agreement and shall not have the power to add to, subtract from, disregard, alter, or modify the contract terms contained in this Agreement. Attorney fees may be awarded in connection with a grievance processed under this Article only as prescribed in 5 U.S. C. 7701 and 5 U.S.C. 5596.

**SECTION 11. ARBITRATORS DECISIONS:** The arbitrator will be requested to render their decision as soon as possible after the date of the hearing, but in any event no later than thirty (30) calendar days after the conclusion of the hearing unless the parties otherwise agree. The arbitrator's decision will be mailed on the date of the decision with one (1) copy to the Employer and one (1) copy to the Union.

**SECTION 12. EXCEPTIONS TO ARBITRATORS AWARD:** Either the Union or the Employer may file exceptions to an arbitrator's award in accordance with law and regulation.

SECTION 13. TIME LIMITS: As specified in this Article, time limits may be extended only by mutual consent of the Union and the Employer.

## **ARTICLE 40**

### **UNFAIR LABOR PRACTICE**

**UNFAIR LABOR PRACTICES:** In the event that an Unfair Labor Practice (ULP) is perceived to have occurred, the party intending to file an Unfair Labor Practice (ULP) charge shall provide advance notice to the other party prior to filing a formal written charge with the Federal Labor Relations Authority.

- A. When the charging party is the Union, they will provide the Employer, Civilian Personnel Officer or their designee, a written statement (email) as to the facts of the alleged violation.
- B. When the charging party is the Employer, they will provide the Union President a written statement (email) as to the facts of the alleged violation.
- C. The parties, The Union and the Employer, will have ten (10) workdays to resolve the issues, providing the ten (10) work days would not cause the ULP to be untimely.
- D. The parties will, in good faith, work together to resolve the issues.

## **ARTICLE 41**

### **INFORMATION REQUEST**

**SECTION 1. INFORMATION REQUEST PROCEDURES:** Pursuant to 5 USC 7114 (b) (4) the Union will submit all informant request in writing to the Pope Army Air Field Civilian Personnel Officer or their designee. The request will contain specific identifiable information, and clearly communicate in the particularized need for the information by describing how the information would help the union pursue a grievance or conduct Impact and Implementation negotiations if it is provided. Each request must communicate why the information sought cannot be readily obtained in another way if the information has been previously been provided to the union.

**SECTION 2.** The Employer will furnish to the Union, upon request and, to the extent not prohibited by law, data:

- A. Which is normally maintained by the agency in the regular course of business;
- B. Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
- C. Which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

**SECTION 3. TIMELINESS OF RESPONSE:**

- A. Information and data requested pursuant to Section 2 above will normally be provided to the Union within ten (10) workdays of receipt by the Employer of the request.
- B. Information and data requested pursuant to Section 2 above cannot be provided to the Union the Employer will inform the union in writing as to the reason why.
- C. If the Information request as provided by the Union to the employer is not understood, the employer will as for clarification on all or portion of the information request that is not easily understood.
- D. If the Employer expects a delay in providing the information or in writing the explanation as to why the information cannot be provided in the time constraints as stipulated in Section 3 (A) above, the employer can request an extension, and if the Union agrees, the employer in-turn agrees to extend the time frame constraints for the Union as well. The number of days the Union grants to the employer will be extend to the union for the same equal number of days as well.

## **ARTICLE 42**

### **UNION REPRESENTATION**

**SECTION 1. GENERAL:** The Employer shall recognize the officers and stewards of the Union. The Union will keep the Employer advised in writing of the names of its officers and stewards. A complete listing will be provided by the Union at least annually or as revised. Management officials of the Employer will officially recognize only those Union representatives (Officers and stewards) who have been appointed and reported in keeping with this Article.

**SECTION 2.** Union representatives will be granted reasonable time off without charge to leave to perform representational functions. Representational functions include, but are not limited to:

- A. Investigate, prepare and/or present grievances, appeals, claims, and ULPs.
- B. Consult and/or negotiate with representative(s) of the Employer concerning personnel policies, practices, and conditions of employment.
- C. Research and prepare recommendations and/or proposals in connection with the above consultations, negotiations, or meetings.
- D. Contract administration.
- E. Third party investigations and management-scheduled meetings.

**SECTION 3. OFFICIAL TIME REQUEST:**

Representatives will request permission from their immediate supervisors whenever they wish to leave their official duties to perform any of their representational responsibilities and will report to their supervisor when they return. Permission will be granted upon request except when work exigencies preclude such release. Union time will not be unreasonably denied.

- A. Official Union Representatives, as stated in this Article in section 1, will request official time by submitting a leave requests via the Automated Time Attendance and Production System (ATAAPS) to the immediate supervisor will approve or disapprove the request for official time. When official time is denied due work exigencies the supervisor will inform the Union Representative an alternate time of release for them to perform their official duties.
- B. The ATAAPS will use the following code for documenting official time. BA: Term Negotiations, BB: Mid-Term Negotiations, BD: General Labor Management Relations, and BK Dispute Resolution (Grievances, etc.).

**SECTION 4. OFFICIAL TIME DOCUMENTATION COOPERATION:** Official Union Representatives will cooperate with the Employer by properly maintaining a record of time spent for union representational activities by documenting such in the automated time and attendance system.

**SECTION 5. ACCOUNTABILITY:** Official Union Representatives are responsible to ensure that official times are used properly in the same manner that any Agency employee is responsible to make effective use of work hours. All union officials will submit request for leave to their immediate supervisor as stated with this article and agreement.

**SECTION 6. EMPLOYER COOPERATION:** The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against Union officials and stewards in the performance of duties related to their responsibilities as the exclusive representative for unit members.

**SECTION 7. CONDUCTING UNION REPRESENTATIONAL DUTIES IN THE WORKPLACE:** When conducting representational duties Union representatives will request Official time as previously stated in this article of this agreement.

A. Grievance related activities:

- (1) Union representatives will attempt to notify the grievant/ employee's supervisor in advance to entering the work area if the meeting has not been prearranged.
- (2) If the employer cannot release the grievant/employee at the requested time without unduly interrupting the mission, and/ or as the result of an emergency, the employer will notify the Union representative at the time of the communication or shortly thereafter of alternate time and place for the meeting to occur.

B. Union Requested Representational Meetings:

- (1) Union requested meetings with bargaining unit employee(s) during duty hours will be requested in writing to the Civilian Personnel Officer/ or designee. The request will contain the following information: Purpose of the Meeting, names of the Employees, and the organizational element to which the employees are assigned, the date, time and place of the requested meeting.
- (2) The date, time and place, as suggested by the union is only a suggestion and the Civilian Personnel Officer or designee will notify the Union in writing when such a meeting will take place.
- (3) While not bound by the Union's suggested dates and times, the Employer will notify the Union in writing of the scheduled place and time the meeting will occur within seven (7) days of the request.

**SECTION 8. AMOUNT OF OFFICIAL TIME:** The Union will be allowed to use up to 400 hours of official time per year.

A. Of those 400 hours, an employee designated by the Union as the Pope Vice-President will be granted up to 248 hours of official time which will be used as follows.

- (1) The Pope Vice President may attend 40 hours of official time during one week to attend training in representational duties. The request for official time for this week must be supported by a syllabus and course materials for the week of training.
- (2) The Pope Vice President will be granted official time for one (1) day per two-week pay period for eight (8) hours when performing representational duties.

B. The remaining 152 hours of the 400 hours official time, may be used by other employees to conduct appropriate representational duties.

C. In no event will the Union be granted more than 400 hours of official time per year and no single employee will use more than 248 hours of official time per year. All official time described in this agreement must be used in a single calendar year and any unused official time will not carry over to the next calendar year.

**SECTION 9. VISITING UNION NATIONAL REPRESENTATIVE OR ATTORNEYS:**

Representatives of the AFGE National Office, including AFGE or Union retained attorneys, will be recognized by the Employer and will be allowed to visit the installation on appropriate Union business, subject to appropriate security procedures.

**SECTION 10. OFFICIAL TIME AND PERFORMANCE:** Official time used by Union officials will be treated as a neutral factor when developing performance standards, evaluating performance, making award recommendations/ decisions, etc.

## ARTICLE 43

### NEGOTIATIONS

SECTION 1. NEGOTIATIONS: This Article establishes procedures for negotiating the impact and implementation of changes in working conditions when the Union has the right to negotiate both the impact and implementation of a change and seeks to negotiate the impact and implementation of that change. In the event that the Employer proposes a change in conditions of employment, the following procedures shall apply with regard to requests by the Union to negotiate the impact and implementation of those changes.

SECTION 2. UNION NOTIFICATIONS: The Union will be notified of any change in conditions of employment affecting bargaining unit employees that is significant in terms of both the impact and duration that is not already covered by any Article or Section in this Agreement. The Employer will notify the Union, in writing, through the Civilian Personnel Office, of the change. Notification will include:

- A. Organizational name
- B. Organization point of contact and telephone number
- C. Name(s) and work telephone number(s) of Bargaining Unit Employees
- D. What condition of employment will change
- E. The effective date of the change
- F. Why the change is being made
- G. The employer will fax notifications to the union, and the fax transmission receipt, as well as the notification, will be emailed to the Union. The date on the transmission receipt on any notice or other communication from Management shall be deemed to be a delivery to the Union, thus beginning the Unions response period, as stipulated below in Section 3 of this article
- H. The notification, as provided by the employer, will be dated and signed by the Union President / or designee for Pope Army Air Field and returned to the Employer, preferably by email or fax
- I. On the Notification, as provided by the Employer, the Union will make their intention known, see Section 3 of this Article below. If the Union agrees to the Notification, they can annotate the notification as such.

SECTION 3. PROCEDURES FOR BARGAINING:

- A. No later than seven (7) calendar days after the date the Union was notified of the proposed change in conditions of employment, the Union will either: (1) take no action, (2) notify the Employer in writing that they accept the changes, or (3) notify the Employer in writing that they request impact and implementation bargaining. The Union request to negotiate will include:
  - 1) At least five (5) dates and times for the two (2) negotiation sessions to be held and the five dates will be within a twenty-one (21) day period of the date of request to negotiate.
  - 2) Names of the expected Union negotiators
  - 3) Any counterproposals, concerns and/or questions the Union may have.

- B. The parties agree that the Employer may implement the change(s) if the Union fails to respond to the notice of the proposed changes within seven (7) calendar days from the date they were notified of the change in conditions of employment.
- C. Within seven (7) calendar days from the date the Employer received the Union's request for impact and implementation bargaining, the Employer will advise the Union in writing whether it accepts the Union's counterproposal if one was made. If the Employer rejects the Union's counterproposal, the Employer will select two (2) negotiation meeting dates and times, from the five (5) offered by the Union in their request to negotiate. The parties agree they may meet and negotiate via remote means.
- D. Within five (5) calendar days after the date of the scheduled second meeting, the parties must either: (1) sign a mutual agreement, (2) mutually agree to continue with additional negotiation meetings, or (3) the Employer must provide the Union with its last best offer.
- E. Within five (5) calendar days after the date of the scheduled second meeting if either party failed to attend the two (2) scheduled meetings, the Union President and the Civilian Personnel Office will meet and discuss the best way to resolve the outstanding issues.
- F. Within five (5) calendar days from the date the Union received the Employer's last best offer, the Union must either: (1) advise the Employer that it accepts the last best offer, (2) request mediation and provide written notification of the request to the Civilian Personnel Office, or (3) take no action. If the Union elects to take no action, the parties agree that the Employer may implement its last best offer.
- G. Even if the Employer implements its last best offer, the Employer agrees to continue negotiations in good faith and to proceed, if necessary, through mediation by the Federal Mediation and Conciliation Service, and through resolution by the Federal Services Impasse Panel (FSIP).
- H. If the Federal Mediator declares an impasse, the Union must either: (1) request resolution through the FSIP, or (2) take no action. If the Union elects to take no action, the Employer may implement its last best offer.
- I. The Employer will retroactively apply any procedures for implementation and/or appropriate arrangements for employees adversely affected which were not previously agreed to by the parties, and are settled in Mediation or imposed upon them by the FSIP, unless such retroactive application results in undue disruption of the Employer's operations and the Employer appeals to the FLRA.

SECTION 4. HEAD OF AGENCY REVIEW: Once both parties agree, if agency regulations require Head of Agency Review, the agreement will be sent to DOD for the Head of Agency review. s agree and sign the MOA, the agreement will be sent to DOD for the Head of Agency review.

## **ARTICLE 44**

### **CHANGES TO THIS AGREEMENT**

SECTION 1. AMENDMENTS: Amendments to this Agreement may be required due to other changes in law, Executive Order, regulations, or policies of appropriate authority. The parties agree that provisions of this Agreement or existing conditions of employment in the bargaining unit may be modified by the Employer to the extent necessary to bring them into conformance with Government-wide, Department of Defense-wide, or Air Force Instructions (also referred to as "Agency Wide" rules or regulations). In such event(s), the Employer agrees to notify the Union at least seven (7) days in advance of any such change, and to comply with the requirements of the "Negotiations" Article with regard to any impact and implementation bargaining proposals made by the Union.

SECTION 2. DUTY TO OPEN FOR AMENDMENTS: Apart from Amendments required under Section 1 of this Article, this Agreement may be opened for amendment(s) by both parties at any time after it has been in force and effect for at least six (6) months. Request for such amendment(s) by either party must be in writing and must include a summary of the amendment(s) proposed. The parties will meet within fourteen (14) calendar days after receipt of such notice to discuss the matter(s) involved. If the parties mutually agree that negotiations are warranted on the proposed amendment(s), such negotiations will be conducted in accordance with procedures established by the parties. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the parties and no amendment will be put into effect unless both parties execute an agreement and necessary post audit review is accomplished.

## **ARTICLE 45**

### **FACILITIES AND BULLETIN BOARDS**

**SECTION 1. UNION OFFICE SPACE:** The Department of the Army currently provides the Union office space for representational activities occurring on Fort Bragg for both the Department of the Army and the Department of the Air Force. This office space is currently adequate for the representation of Pope Army Airfield employees.

**SECTION 2. MEETING HELD AFTER DUTY HOURS:** The employer agree to provide space, if available, for the union to hold meetings during non-duty time of employees in the bargaining unit.

- A. The Union will request facilities from Civilian Personnel Officer/ or designee in writing, at least seven (7) business days before the planned meeting.
- B. The Union agrees to provide janitorial services and to pay for any damages to the facilities caused by misuse or intentional acts by the members of the bargaining unit.

**SECTION 3. BULLETIN BOARDS:** In all facilities where bargaining unit employees work, the Employer agrees to permit the Union to utilize one-fourth of the space on existing bulletin boards used for civilian personnel purposes or, if there is no board for such purposes, on existing general notice bulletin boards.

- A. The Union shall be responsible for the content of all posted and distributed materials and shall assure that it does not violate any law or regulation, the security of the Employer's premises, or contain libelous or abusive language.
- B. The Union shall provide the Civilian Personnel Office a copy of each piece of material it intends to post or distribute prior to such posting or distributing on the Employer's premises. This submission requirement does not encompass any type of approval or disapproval.

## **ARTICLE 46**

### **PAYROLL DEDUCTION OF UNION DUES**

**SECTION 1. DEDUCTION OF UNION DUES:** Under the terms of this Article, the Employer shall deduct Union dues from the pay of all eligible employees who voluntarily authorize such deductions if their net salary, after other legal and required deductions, is sufficient to cover the amount of the authorized allotment.

**SECTION 2. UNION REQUIREMENTS:** The Union agrees to:

- A. Purchase the standard allotment forms (Standard Form 1187).
- B. Distribute the allotment forms to Unit employees desiring membership.
- C. Certify as to the amount of Union dues.
- D. Deliver completed SF-1187 allotment forms to the Civilian Personnel Office.
- E. Inform Union members of the program for allotments for payment of Union dues, its voluntary nature, and the uses and availability of the required forms.
- F. Promptly notify the Agency when a Union member is expelled, suspended, or for any reason ceases to be a member in good standing.
- G. Inform Union members fully of the conditions governing revocation of allotments.
- H. Cooperate with the Employer in resolving any claims and disputes arising from the Employer acting hereunder, to include repayment of erroneously collected dues. The latter situations will be processed in accordance with applicable law, regulation and decisions of appropriate authorities.
- I. Not use official time to recruit Union members.

**SECTION 3. EMPLOYER REQUIREMENTS:** The Employer agrees to:

- A. Promptly notify the Union of the revocation of an allotment for Union dues by an eligible employee.
- B. Maintain revocation of allotment forms (Standard Form 1188) and furnish revocation forms to employees requesting them. A written request for revocation of an allotment, which is otherwise in order and signed by the employee, will be accepted and acted upon even though not submitted on the standard form 1188.

**SECTION 4. EMPLOYEE REQUIREMENTS:** Eligible Employees:

- A. May obtain SF 1187 for payment of Union dues from the Union.
- B. May initiate voluntary allotments at any time to become effective at the start of the first pay period beginning after the completed SF 1187 has been received by the Civilian Personnel Office.
- C. May obtain SF-1188 for revocation of Union dues from their organizations Civilian Personnel Office or the Office of Personnel Management (OPM) website.
- D. May not revoke their dues withholding authorization within the first year of such an authorization. Having satisfied the above requirement, an employee may revoke their dues authorization in one of the following ways:

1. **First Anniversary-** an employee may revoke their dues withholding authorization effective the first pay period on or after such anniversary date (this applies to first anniversary only); or
  2. **First Pay Period in September-**an employee may revoke their dues withholding authorization effective the first pay period in September of each year.  
In either case, the Civilian Personnel Office will not accept dues withholding authorization revocation except during the 30-day period immediately preceding an appropriate effective date.
- E. May terminate Union dues allotments if the employee is reassigned, transferred, or promoted into a position that is not within AFGE Local 1770 bargaining unit.
- F. Have responsibility to see that their written revocation is received in the Civilian Personnel Office in a timely manner.

**SECTION 5. CHANGE IN UNION DUES:** If the amount of the regular dues is changed, the Union will certify such a change in writing to the Civilian Personnel Office. The Civilian Personnel will relay the information to the Defense Finance and Accounting System (DFAS) who will withhold the newly certified amount of the dues beginning with the first complete pay period after receipt of the certification.

**SECTION 6. AUTOMATIC TERMINATION:** Allotments will be automatically terminated in the event that the exclusive recognition is no longer accorded to the Union or when this Agreement providing for dues withholding is suspended or terminated by an appropriate authority outside the Department of Defense.

**SECTION 7. DFAS SUMMARY OF ACCOUNTS:** If a summary, in duplicate, which list each member of the Union who has authorized a voluntary allotment and the net amount remitted to the Union, for each member, is not received within fifteen (15) calendar days after the end of each bi-weekly pay period, the Union will seek assistance from the Civilian Personnel Office in obtaining such documentation. If a check(s) covering the net amount is not received by the Union, within fifteen (15) calendar days after the end of each bi-weekly pay period, the Union will seek assistance from the Civilian Personnel Office in obtaining such documentation.

**SECTION 8. CONTINUATION OF DUES:** When the re-negotiation of the Agreement is pending or in process, and the parties are unable to complete such re-negotiations by the termination date of the Agreement resulting from the third party proceedings (i.e., negotiability dispute or impasse, or a question of representation involving employees) payroll dues withholding shall be continued until resolution is affected.

## **ARTICLE 47**

### **COPIES OF THIS AGREEMENT**

**SECTION 1. GENERAL:** All bargaining unit employee will be provided an Electronic PDF file of this Collective Bargaining Agreement (CBA).

**SECTION 2. COPIES:** The CBA printed by the employee in the work center/office will be on 8 ½ inch by 11 inch paper, and the copy will be printed double sided.

**SECTION 3. UNION COPY:** The union will be provided an Electronic PDF/ Word file as well as one hundred (100) printed copies on 8 ½ inch by 11 inch paper.

## **ARTICLE 48**

### **DURATION OF AGREEMENT**

SECTION 1. This Agreement shall remain in full force and effect for a period of four (4) years from the date of DOD approval or from the 31<sup>st</sup> day after execution, whichever is sooner. Following the initial term of four (4) years and subject to DOD review thereafter in accordance with 5 U.S.C 7117 (c) (3), this agreement shall renew for additional period of two (2) years unless either Party gives written notice of its desire to amend, renegotiate, or terminate the Agreement.

SECTION 2. Should one of the Parties choose not to extend the Agreement but rather renegotiate a new Agreement, the following shall apply:

- A. No earlier than 105 nor less than 60 days prior to the scheduled expiration date of this Agreement, the Party wishing to renegotiate the Agreement shall inform the other Party of its desire to do so.
- B. The Party desiring to renegotiate the Agreement (moving party) shall provide two (2) copies of its proposed contract along with its request to renegotiate to the responding party.
- C. The Party receiving the request to renegotiate shall submit counter proposals/proposals to the moving party within 45 days of the receipt of the request to negotiate.

SECTION 3. The Parties may reopen the Agreement at any time by mutual consent and/or to amend when required by changes in law. Before reopening, the Party wishing to reopen will submit to the other Party at least thirty (30) days prior to the desired reopening date, an agenda stating the reasons for reopening and the changes that are desired.

SECTION 4. This Agreement will remain in full force and effect during the renegotiation or reopening of the said Agreement and until such time as a new Agreement takes effect.

**EMPLOYEE COMPRESSED WORK SCHEDULE (CWS) OPTION FORM**

<b>1. EMPLOYEES'S NAME</b>			<b>2. REQUESTED CWS ACTION:</b>		
Last	First	MI:	___Start ___Change ___Discontinue		
<b>3. REQUESTED EFFECTIVE DATE:</b>					
<b>4. PAY PLAN:</b>		<b>5. SERIES:</b>		<b>6. GRADE</b>	
<b>7. STEP:</b>					
<b>8. POSITION TITLE:</b>		<b>9. ORGANIZATION</b>		<b>10. DEPARTMENT/SECTION:</b>	
		Telephone:			
<b>11. REQUESTED RDO:</b>					
<b>12. REQUESTED BIWEEKLY WORK SCHEDULE:</b>					
_____ 5-4-9: Includes eight (8) workdays of nine (9) hours each plus one (1) workday of eight (8) hours within the biweekly pay period.					
_____ 4-10: Includes eight (8) workdays of ten (10) hours each biweekly pay period. Each workweek will have forty (40) hours of work in it.					
_____ 6-12-8: Includes six (6) twelve (12) hour workdays and one (1) eight (8) hour workday in the biweekly pay period.					
_____ Other (describe):					
<b>13. EMPLOYEES SIGNATURE:</b>			<b>14. DATE:</b>		
<b>15. UNION'S REPRESENTATIVE'S SIGNATURE FOR CONCURRENCE:</b>				<b>16. DATE:</b>	
<b>17. SUPERVISORS'S DECISION:</b>			<b>18. APPROVED RDO:</b>		
_____ Approved					
_____ Disapproved					
(Attach reasons for disapproval or any comments)					
(Complete/forward to CPO within 15 days of request)					
<b>19. MANAGER'S SIGNATURE</b>			<b>20. DATE:</b>		
<b>21. CPO REPRESENTATIVE'S SIGNATURE:</b>			<b>22. DATE:</b>		

## FLEXIBLE WORK SCHEDULE (FWS) REQUEST OPTION FORM

<b>1. Employee's Name:</b>		
First: _____	Last: _____	MI: _____
<b>2. Position:</b>	<b>3. Pay Plan:</b>	
<b>4. Title:</b>	<b>5. Series:</b>	
<b>6. Organization:</b>	<b>7. Grade:</b>	
<b>8. Telephone:</b>	<b>9. Step:</b>	
<b>10. Requested FWS Action:</b>		
Start _____ Change _____ Stop _____		
<b>11. Employee Requested Work Schedule:</b>		
<p>_____ <b>FLEXIBLE WORK SCHEDULE/FLEXTIME OPTION:</b> Individuals must work 8-hours-per-day, 5-days-per-week, and be present during core hours unless on approved leave or excused absence. Any core time deviation (CTD) must be requested by the individual and approved by the supervisor in advance. The time must be made up on the same day. CTD should occur only in unusual circumstances. Individuals will select a starting time and an ending time from the flexible bands indicated below. The lunch periods will be 30-60 minutes during the mid-day flexible band.</p> <p style="text-align: center;">Requested Start/Stop Times</p> <p>Sun _____ Mon _____ Tues _____ Wed _____ Thurs _____ Fri _____ Sat _____</p> <p>_____ <b>GLIDING SCHEDULE:</b> A type of flexible work schedule in which a fulltime employee has a basic work requirement of 8 hours each day and 40 hours in each week, may vary starting and stopping time each day and may change starting and stopping times daily within the established flexible hours. Employees must be present for duty during core hours or in an approved leave status during core hours. The lunch periods will be 30-60 minutes during the mid-day flexible band.</p> <p>_____ <b>MAXIFLEX OPTION:</b> Individuals must work 80 hours per biweekly period. Core hours on fewer than ten (10) workdays in the biweekly pay period. Individuals must be present during core hours on all scheduled work days unless on approved leave, excused absence, or an approved core time deviation (CTD). Any CTD must be requested by the individual and approved by the supervisor in advance. The time must be made up during the biweekly period. CTD should occur only in unusual circumstances. Individuals may vary their beginning, lunch period, and ending times daily. A lunch period of 30-60 minutes must be taken during the mid-day flexible band.</p>		

**12. EMPLOYEE'S SIGNATURE:**

**DATE:**

**13. UNION REPRESENTATIVE'S SIGNATURE FOR CONCURRENCE:**

**DATE:**

**14. SUPERVISOR'S DECISION AND SIGNATURE:**

\_\_\_\_\_Approved

\_\_\_\_\_Disapproved (Attach reasons for disapproval or any comments)  
(Complete and forward to CPO within 15 days of request)

**DATE:**

**15. SUPERVISOR'S ESTABLISHMENT OF CORE HOURS:  
(SUPERVISORS MUST ESTABLISH CORES HOURS FOR ALL FLEXIBLE  
WORK SCHEDULES)**

<b>Week 1</b>	<b>Sun</b>	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thurs</b>	<b>Fri</b>	<b>Sat</b>
<b>Week 2</b>	<b>Sun</b>	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thurs</b>	<b>Fri</b>	<b>Sat</b>

**16. CPO REPRESENTATIVE'S SIGNATURE:**

**DATE:**