

## **MISSION STATEMENT**

**The employer and the union recognize the need for uninterrupted, orderly, economical, and efficient accomplishment of the mission of the Air Force, Charleston Air Force Base, and all of its organizations. In doing so, we enhance national security, improve service to our customers, and provide job security for our valuable employees.**

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## **ARTICLE 1 - PURPOSE**

This agreement is between Charleston Air Force Base (CAFB), South Carolina, ("Employer") and Local 1869 of the American Federation of Government Employees, AFL-CIO, ("Union"). The agreement:

- a. States the policies, procedures, and methods that govern working relationships between the employer and the union.
- b. States matters of mutual concern.
- c. Enhances efficient and economical operation.
- d. Strives to meet the following objectives:
  - (1) Insure employee participation in developing and implementing civilian personnel policies and procedures.
  - (2) Provide the highest degree of efficiency and responsibility in mission accomplishment.
  - (3) Promote employee-management cooperation.
  - (4) Facilitate resolution of disputes, grievances and appeals.
  - (5) Present the agreement in clear and concise language.

## **ARTICLE 2 - RECOGNITION AND COVERAGE**

**SECTION 2.1- RECOGNITION:** The employer recognizes Local 1869 of the American Federation of Government Employees, AFL-CIO, as the exclusive bargaining agent under the provisions of the Federal Service Labor-Management-Relations Statute (Public Law 95-454) for all employees described in Section 2.2. The union will represent the interests of all such employees without discrimination and without regard to union membership with respect to grievances, personnel policies and practices or other matters affecting their general working conditions, subject to the express limitations set forth in this agreement.

**SECTION 2.2 - COVERAGE:** The bargaining unit is composed of the following as certified by the Federal Labor Relations Authority effective 24 December 1992:

Included: All GS, WG, WL and Professional employees of Charleston Air Force Base serviced by the Civilian Personnel Flight and paid from appropriated funds, including employees assigned to Operating Location A (OL-A), North Auxiliary Airfield, South Carolina.

Excluded: Managers, supervisors, guards and employees engaged in personnel work other than purely clerical capacity, and confidential employees as defined in the Statute.

**SECTION 2.3 - NEW OPERATIONS:** Subject to the rules and decisions of Federal Labor Relations Authority (FLRA), the provisions of this agreement are binding on any newly established Air Force operations under the command of the employer and whose personnel fall under the definition of the unit. This does not preclude either party from filing a clarification of unit petition.

### **ARTICLE 3 - MUTUAL OBLIGATIONS**

**SECTION 3.1 - ADMINISTRATION:** In all matters covered by this agreement, the employer, the union, and all bargaining unit employees are governed by existing or future laws and government wide regulations. If this agreement or any portion of it later is found to be inconsistent during the term of this agreement, such portion(s) of the agreement will be negotiated to bring them into conformance with the changes. Absent a determination of compelling need, where any agency regulation conflicts with this Agreement, the agreement shall govern until a change is satisfactorily negotiated between the parties.

**SECTION 3.2 - AGREEMENT:** The employer and the union agree:

- a. to negotiate or consult as required by Public Law 95-454:
  - (1) in good faith, and
  - (2) avoiding unnecessary delay.
- b. to solve problems through exchanging information and views.

### **ARTICLE 4 - EMPLOYER RIGHTS AND OBLIGATIONS**

**SECTION 4.1- EMPLOYER RIGHTS:** Nothing in this agreement affects the authority of any management official:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- b. In accordance with applicable laws:
  - (1) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

- (2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
- (3) with respect to filling positions, to make selections for appointments from:
  - (a) among properly ranked and certified candidates for promotion; or
  - (b) any other appropriate source; and
- (4) to take whatever actions may be necessary to carry out the agency mission during emergencies.

SECTION 4.2 - EMERGENCIES AND EXERCISES: The employer is not restricted from taking any actions necessary to carry out its mission during emergency situations or during exercises directed by the wing commander or higher authority. An emergency or exercise may be national, regional, local, or base in scope. Whenever an emergency is declared or an exercise is conducted which may result in a portion of this agreement not being carried out, the union will be properly notified of the reason for the emergency unless security considerations preclude releasing such information. If such notification cannot be made prior to the action, the employer will notify the union after-the-fact and the reason for the delay.

SECTION 4.3 - COMMUNICATION: It is understood that the employer has the right to communicate directly with its employees on matters which are appropriate management functions which do not violate Article 6.

## **ARTICLE 5 - EMPLOYEE RIGHTS AND OBLIGATIONS**

**SECTION 5.1 - RIGHTS:** Each employee has the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee is protected in the exercise of such right. Except as otherwise provided in the statute, regulation, or this agreement, such right includes the right:

- a. to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and
- b. to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under the statute, regulation, or this agreement.

**SECTION 5.2 - UNION MEMBERSHIP:** Nothing in this agreement requires a unit employee to become or remain a member of the union or to pay money to the union except by voluntary, written authorization for payment of union dues through payroll deduction as provided in Article 10.

**SECTION 5.3 - EMPLOYEE REPRESENTATION:** Each employee has the right, regardless of union membership, to bring matters of personal concern to the attention of appropriate officials.

- a. The rights of the union under the statute will not be construed to preclude an employee from:
  - (1) being represented by an attorney or other representative, other than the union, of the employee's own choosing in any grievance or appeal action, or
  - (2) exercising grievance or appellate rights established by law, rule, or regulation except in the case of a grievance or appeal negotiated under the statute.

- b. The union will be given the opportunity to be represented at any formal discussion between one or more representatives of the employer and one or more employees in the unit or their representative(s) concerning any grievance, personnel policy or practice, or other general condition of employment.

SECTION 5.5 - EQUAL EMPLOYMENT OPPORTUNITY POLICY:

All eligible employees will be accepted as union members without discrimination because of race, color, creed, national origin, sex, age, preferential and non-preferential civil service status, political affiliation, marital status, or handicapping condition.

SECTION 5.6 - RETENTION OF COVERAGE: Employees covered by this agreement who are on detail or temporary duty to another bargaining unit position do not forfeit any benefits of this agreement that remain under the control of the employer. Those employees will be expected to conform to the rules and regulations at their assigned duty station (e.g. hours of work, tours of duty, etc.).

SECTION 5.7 - EMPLOYEE RIGHTS: Employees have the right to seek advice and assistance from the union. Employees have the right to contact and meet with a union representative during work hours on matters affecting personnel policies, practices and working conditions.

SECTION 5.8 - OTHER RIGHTS: Nothing in this article is intended to imply that all rights of unit employees are contained in this agreement.

SECTION 5.9 – GENERAL INVESTIGATIONS:

- a. As exclusive representative, the Union shall be given the opportunity to be present at any examination of an employee in the bargaining unit by a representative of the employer in connection with an investigation if:
  - 1. The employee reasonably believes that the examination may result in disciplinary action against the employee, and
  - 2. The unit employee requests representation.
- b. The right to union representation is not intended to interfere with the routine interaction between supervisors and employees in the normal course of a workday.
- c. The Employer shall at least annually inform its employees of their right to union representation under 5 USC 7114(2)(B) by posting of such rights on bulletin boards and through other appropriate means.
- d. If an employee in the bargaining unit requests union representation, management will reschedule the meeting as soon as possible and the union will be given the opportunity to be present or cancel the meeting.

SECTION 5.10 – FORMAL INVESTIGATIONS: Formal investigations are commander directed investigations.

- a. Investigators should be knowledgeable of investigative procedures.
- b. The Employer will inform the union in advance of a formal administrative investigation when a bargaining unit employee is the subject of the investigation or inquiry.
- c. Investigations should consider all facts, circumstances, and human factors. An investigation shall be conducted in an expeditious and timely manner.

- d. Employees have the right to be represented by the Union while being questioned in a formal investigation or while being required to provide a written or sworn statement. Before such questioning begins or a statement given, employees will be informed of the reasons they are being questioned or asked to provide a statement. The employees are reminded of their Fifth Amendment rights.
- e. Once an employee requests union representation no further questioning will take place until the union is present. The union will respond and the employer will make the union representative available in a timely manner.
- f. Supervisors, employees, and union representatives will not, except as specifically authorized, disclose any information about an investigation outside the chain of command. A copy of the statement of the employee will be given to the employee and/or the employee's representative upon request. If no action was taken as a result of this investigation, the employee who was the subject will receive the findings.
- g. The subject of the investigation and the union can request a copy of the complete investigation file (not just the evidence file) and all other relevant and pertinent information which would be provided under the Freedom of Information Act (FOIA) or 5 USC Section 7114. The employer will provide a written explanation of any denial of information requested, the authority under which the information is not given in a timely manner, and/or the reason(s) for denial.
- h. Employee rights and obligations will be consistently applied throughout CAFB.
- i. When an employee has requested union representation in an investigative proceeding, the union representative may fully represent the employee and is not limited to the role of an observer.

## **ARTICLE 6 - UNION RIGHTS AND OBLIGATIONS**

### **SECTION 6.1 - UNION REPRESENTATION RIGHTS:**

- a. The union has the right to be represented at:
  - (1) formal discussions of personnel policies, practices, or working conditions, and
  - (2) formal discussions of new programs or surveys affecting personnel policies, practices or working conditions between the employer and employee(s), or
  - (3) a grievance meeting with a bargaining unit employee which is considered a formal discussion. The union will be notified of such meetings regardless of the employee's selection of a representative.
- b. The right of the union to be present does not apply to informal discussions of personal problems between an employee and the employer.

### **SECTION 6.2 - REPRESENTATION OBLIGATIONS:** The representation rights and obligations of the union are as follows:

- a. As the exclusive representative, the union is entitled to act for and to negotiate agreements covering all employees in the unit.
- b. If requested, the union will represent any bargaining unit employee through the first three steps of the grievance procedure. The union has the right to invoke arbitration (step 4 of the negotiated grievance procedure).
- c. The union may represent any bargaining unit employee, but is not obligated to represent non members in statutory appeals such as Merit System Protection Board (MSPB), Equal Employment Opportunity Commission (EEOC), Office of Worker's Compensation (OWC), Office of Personnel Management (OPM), or Classification Appeals.

SECTION 6.3 - EXCLUSIVE RECOGNITION CHALLENGE: The employer will notify the union in advance and in writing of any scheduled meetings between the employer and officials of any other labor organization or special interest group on the subject of exclusive recognition.

SECTION 6.4 - GRIEVANCE PREPARATION: The union has the right to represent an employee in the unit in preparing and/or presenting a grievance or appeal if the employee requests and is entitled to such representation.

SECTION 6.5 - PROPOSED CHANGES: The employer will inform the union orally or in writing of any proposed change to personnel policies, practices, or conditions of employment affecting part of the unit or the unit as a whole. The union has the right to present its views to the employer orally or in writing with respect to the implementation of proposals for change of personnel policies, practices, and conditions of employment. The employer will not present those proposed changes to the bargaining unit employees until negotiations between the employer and the union are completed. This presentation is considered part of the consultation and negotiation process as appropriate under Article 7.

SECTION 6.6 - UNION AS OBSERVER: The union will be given the opportunity to be represented by an observer at a formal hearing requested by an employee in connection with an appeal from an adverse action, i.e. removal or suspension of more than 14 days. If the employee who requested the hearing objects to the attendance of the observer on the grounds of privacy, the adjudicator will determine the validity of the objection and make the decision on the question of attendance.

## ARTICLE 7 - MATTERS SUBJECT TO NEGOTIATION AND CONSULTATION

SECTION 7.1 - INFORMATION SHARING: In the spirit of mutual cooperation, this agreement encourages the exchange of ideas between the employer and the union on matters of interest to unit employees.

SECTION 7.2 - NEGOTIATION: In this agreement the term "negotiation" is defined as any dialogue either oral or written between the employer and the union on a specific issue or issues. The objective is reaching mutual agreement regarding the proposed implementation of personnel policies, practices, and matters affecting conditions of employment to the extent that such matters are negotiable.

SECTION 7.3 - CONSULTATION: In this agreement, the term "consultation" is defined as any dialogue either oral or written between the employer and the union on a specific issue or issues. Unlike negotiation, consultation does not require a mutual agreement between the employer and the union. The purpose of consultation is to provide the union an opportunity to express its views and offer recommendations. Consultation results in a management decision.

### SECTION 7.4 - APPROPRIATE MATTERS:

- a. **Negotiation:** Matters appropriate for negotiation are personnel policies, practices and matters affecting conditions of employment of unit employees which are within the control of the employer. These matters include, but are not limited to, safety, training, labor-management relations, employee services, methods of adjusting grievances, leave, promotion and demotion procedures, and hours of work. Also appropriate for negotiation are procedures which management officials will observe in exercising any authority under this section or appropriate arrangements for employees adversely affected by the exercise of any authority under this section. This agreement does not alter the responsibility of either party to meet with the other to discuss or negotiate appropriate matters not covered by this agreement.
- b. **Consultation:** The employer will consult with the union in regards to numbers, types, and grades of employees or positions assigned to the organizational subdivisions, work projects, tours of duty and the technology, methods, and means of performing work. These matters are appropriate for consultation in a collaborative effort to assist management in making the best possible decision. Therefore, the employer recognizes that pre-decisional input by the union is vital to sound management decisions.

SECTION 7.5 - OBLIGATION TO MEET: The obligation to meet and confer and/or negotiate in good faith includes the obligation:

- a. to approach the negotiations with a sincere resolve to reach a collective bargaining agreement;
- b. to be represented at negotiations by duly authorized representatives prepared to discuss and negotiate on any condition of employment;
- c. to meet at reasonable times and convenient places as frequently as may be necessary and to avoid unnecessary delays;
- d. to furnish to the exclusive representative upon request and to the extent not prohibited by law, data:
  - (1) which is normally maintained by the agency in the regular course of business;
  - (2) which is reasonably available and necessary for full and proper discussion and understanding and negotiation of subjects within the scope of collective bargaining; and
  - (3) which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining; and
- e. if agreement is reached, to execute on the request of any party to the negotiation a written document embodying the agreed terms, and to take such steps as are necessary to implement such agreement.

SECTION 7.6 - MEETINGS: Negotiation and consultation accomplished under this agreement will be conducted by the appropriate representatives of the employer and the union. Where a specific individual is named in the agreement or otherwise designated by either party, that person has the authority to represent the employer or the union respectively. Furnishing information to that official is official notification to the union and management.

SECTION 7.7 - PAST PRACTICES: Any prior benefits, practices and understandings in effect on the implementation date of this agreement and not specifically covered by the agreement will remain in effect unless changed in accordance with this article.

SECTION 7.8 - PROPOSALS ON WORKING CONDITIONS: When the employer proposes a change in conditions of employment, the union has the right to present its views and suggestions and/or request negotiation. The union's input will be considered when developing and implementing the proposal. If the union doesn't present its views or request negotiation within fourteen (14) days after receipt of the proposed change, the employer may implement. If the union requests negotiation the parties will meet within fourteen (14) days or at a mutually acceptable time.

## **ARTICLE 8 - UNION-EMPLOYER COOPERATION**

### **SECTION 8.1 - MEETINGS:**

- a. At the request of either party a joint meeting will be held to confer on personnel policies and practices, conditions of employment, administration of this agreement, or any other subject of mutual interest.
- b. These meetings will be held between the designated representative of the employer and a union official. By mutual consent additional representatives may attend to present information or expertise. Prior to the meeting, the requesting party will submit an agenda.
- c. The Senior Executive Officers of CAFB and Union President, Executive and First Vice Presidents will meet quarterly to discuss issues of mutual concern. An agenda will be prepared and exchanged at least one week prior to the scheduled meeting.

SECTION 8.2 - UNIT LEVEL MEETINGS: Issues of mutual concern should be considered and resolved at the lowest possible level. Therefore, regular meetings (ex. Quarterly or monthly) will be held between union steward(s) and management at the Squadron Commander or equivalent level, as required.

## ARTICLE 9 - UNION REPRESENTATION

SECTION 9.1 – UNION REPRESENTATIVES: Union representatives will be recognized by management for the purpose of consultation, negotiation, and representational functions. A list of the names, work addresses, and phone numbers of union representatives will be provided to the Labor Relations Specialist. The union will notify management in writing of any changes in the list as they occur and will provide the employer a current list of representatives for posting in the permanent section on official bulletin boards. The union is authorized to post a card (card size – 8 ½” X 11”) identifying the appropriate representative(s) for that area on existing shop/office bulletin boards.

### SECTION 9.2 - OFFICIAL TIME FOR REPRESENTATION FUNCTIONS:

- a. Union President: The Union President will be granted 100% official time (80 hours per pay period) to fulfill representational obligations except when needed to perform duties in the work area during emergency or contingency situations (as determined by the 437<sup>th</sup> AW Wing Commander or designee). The Union President will coordinate time and attendance with his/her timekeeper from the union office. The annual appraisal rating in effect at the time of election to president will be recertified until such time an earned rating is rendered. Cash or time-off awards are not given for recertified ratings.
- b. Union Officials: Time off from duty which is reasonable, necessary, and in the public interest, without charge to leave or loss of pay, will be granted to unit employees who have been duly elected or appointed as union officials or employee representatives for the performance of representation duties. The union will guard against the use of excessive time for such activities and will encourage all employees in the unit, stewards, and officers to engage only in those activities authorized by this agreement.

SECTION 9.3 - REPRESENTATION FUNCTIONS: The representation functions for which official time will be authorized are as follows:

- a. to consult with supervisors or management officials on personnel policies and practices, and matters affecting working conditions. (The term “immediate supervisor” or “employee supervisor” refers to the individual who grants/denies leave, accomplishes the employee’s appraisal, etc.)
- b. to prepare necessary correspondence in connection with formal or informal meetings with supervisors or managers (This does not apply to contract negotiations or proposal preparation time which is negotiated separately);
- c. to receive and investigate to conclusion employees' complaints or grievances;
- d. to advise employees of the rights and procedures for resolving grievances or complaints;
- e. to be the personal representative of an employee at the employee's request in grievances and appeals;
- f. to represent an employee or the union, or to serve as an observer at a grievance or appeal hearing;
- g. to assist an employee in the preparation of a reply to a notice of a proposed disciplinary or adverse action, and in the case of an adverse action, to accompany and represent the employee when presenting a reply;
- h. to prepare a grievance on behalf of the union concerning an alleged violation of this agreement;
- i. to serve as official union representative on a Base/Wing/Tenant committee or working group;
- j. to prepare an agenda for scheduled meetings with the employer;
- k. to assist in preparation of an employee grievance;
- l. in the case of the Secretary/Treasurer, to prepare reports required by other federal agencies and not solely related to internal union business; and
- m. in the case of a Legislative Committee representative, to meet with members of Congress or elected local officials and present the union's views on desired legislation concerning matters affecting the conditions of employment of bargaining unit employees.

SECTION 9.4 - PROCEDURES FOR USE OF OFFICIAL TIME:

- a. Officers, stewards and employee representatives will be excused by their supervisors to perform authorized representational functions. Permission will be granted subject to mission requirements. Before permission is granted, the union official/employee representative will complete a Record of Official Time form provided by the union. This form will be used as the basis for recording representational time on the Time & Attendance Form. The union official or employee representative will inform his/her supervisor if the absence will be longer than estimated. At the completion of the authorized representational duties, the union official or employee representative will report back to his/her work area.
- b. Before entering a shop or work area other than their own, union officials will advise the appropriate supervisor of the need to meet with the identified employee(s), the purpose of the meeting and a reasonable estimate of the time the employee will be absent from duty. Permission will be granted subject to mission requirements.
- c. If mission requirements preclude releasing the union official or employee at the time requested, they will be released at the earliest opportunity.

SECTION 9.5 - DESIGNATED REPRESENTATIVE CERTIFICATION:

Employees must designate their representatives in writing using a union provided certificate that states the specific purpose(s) for representation. The representative will present this certificate prior to requesting information unless accompanied by the employee.

SECTION 9.6 - OFFICIAL UNION VISITORS: Worksite visits by elected national union officials will be coordinated at least five (5) days in advance with the Civilian Personnel Flight (CPF).

SECTION 9.7 - UNION SPONSORED TRAINING:

- a. Attendance at union sponsored training is subject to the following conditions:
  - (1) the training is of mutual concern and benefit to the Air Force and the union, and
  - (2) supervisory approval as determined by mission requirements.
- b. Some union sponsored training may be beneficial to supervisors and other management officials. When such sessions are identified, supervisors and/or management officials are encouraged to request space and attend.
- c. Union sponsored training is divided into two separate categories:
  - (1) Off-base Training: The union may select stewards and/or officers to attend off-base training. Requests to attend this training will be submitted by giving adequate written notice of a tentative schedule (normally not less than 60 days). This will be followed by a firm schedule request (normally at least two weeks prior). The range of off-base training hours is 400-800.
  - (2) On-base Training: Union Officers/Stewards will be allowed up to two hours per month per person for on-base training. Schedules will be adjusted for individuals who work an uncommon tour to enable them to attend the training. The schedule will be published on an annual basis, usually by February of each year.

SECTION 9.8 - JOINTLY SPONSORED TRAINING: Training co-sponsored by the union and management is encouraged and will be provided whenever possible.

## **ARTICLE 10 - DUES WITHHOLDING**

**SECTION 10.1 - STANDARD FORM 1187:** The "Request For Payroll Deduction For Labor Organization Dues" (SF 1187), is the only form used to initiate dues withholding. The union is responsible for educating bargaining unit members on the voluntary nature of the dues allotment program. The employee will receive a copy of the signed form.

**SECTION 10.2 - PAYROLL DEDUCTION:** The employer deducts union dues from the pay of all eligible employees who voluntarily authorize deductions. Deductions are made each payroll period when the following conditions have been met:

- a. the employee's earnings are sufficient to cover the amount of the allotment;
- b. the employee initiates a SF 1187 supplied by the union;
- c. the union completes and signs Section A of the SF 1187; and
- d. the union submits the SF 1187 to the Civilian Payroll Office.

**SECTION 10.3 - DUES WITHHOLDING :** Dues deductions begin the first pay period after the Civilian Payroll Office receives the SF 1187. Employees are limited to one allotment from their pay for labor organization dues.

**SECTION 10.4 - TERMINATION OF ALLOTMENT:** The Civilian Payroll Office will forward a copy of each termination request to the Union within seven (7) days of receipt.

- a. Voluntary Termination: Employees may voluntarily terminate their allotment by submitting Standard Form 1188, "Cancellation of Payroll Deduction For Labor Organization Dues", to the Civilian Payroll Office. The allotment will terminate:
  - (1) the first complete pay period after dues withholding has been in effect for at least one year; and
  - (2) the request is received by the Civilian Payroll Office during the pay period in which it is to be effective.

- b. Automatic Termination: An employee's allotment for union dues will be automatically terminated as of the next complete pay period in which the Civilian Payroll Office is notified of any of the following:
  - (1) when the employee has been expelled or has ceased to be a member in good standing of the union. Notice of this action is promptly forwarded in writing to the Civilian Payroll Office by the union;
  - (2) separation, transfer, or other personnel action of an employee from the bargaining unit; or
  - (3) loss of exclusive recognition by the union.

SECTION 10.5 - AMOUNT OF DUES: The amount of union dues will remain as originally authorized on the SF 1187 until the union certifies a change in the amount and the certification is transmitted to the employer. Dues changes begin the first pay period after the employer receives notification.

SECTION 10.6 - DUES DEDUCTION PAYMENT/LISTING: The employer forwards to the union a biweekly notice of the total amount of union dues withheld for the preceding pay period. This notice contains the following:

- a. identification of the office or installation,
- b. identification of the union,
- c. names of members and the amount deducted,
- d. names of members for whom deductions previously authorized were not made, with coding/annotations to indicate the reasons for non deduction, and
- e. total number of members for whom dues are withheld.

SECTION 10.7 - PAYMENT ERRORS: If payment errors can be detected before the money is paid to the union, the employer will make a refund. If the union receives an erroneous payment, the union will make the refund.

## **ARTICLE 11 - USE OF OFFICIAL FACILITIES**

**SECTION 11.1 - OFFICE SPACE:** The employer will work with the union to provide adequate space to meet the union's operational needs i.e. reception area, president's office, private discussion area, joint use classroom/ meeting/ conference area, handicap access (1<sup>st</sup> floor), reserved parking, and appropriate sign denoting building tenants. No changes to the space will be made without prior approval of the Support Group commander or his designated representative. The union is responsible for assuring normal safety and security of the space. If the employer determines the space provided is required for a more urgent need, the union will move within 60 days of notification.

**SECTION 11.2 - MEETING FACILITIES:** Official facilities for union meetings held outside of regular working hours of the employees involved will be made available, whenever requested and practical, at no additional cost to the employer. Use of the facilities will be scheduled in advance and is subject to normal housekeeping and security requirements. Management cannot allocate an area for which a fee is normally charged, unless the union agrees to pay said fee, including setup, tear down, and cleanup.

**SECTION 11.3 - OFFICE EQUIPMENT:** The employer will continue to furnish office equipment currently furnished. The union may have access to other office equipment/furniture if available. DSN access will continue to be provided to the union office. The union office telephone number will be put in the base phone book. The union may, at its own expense, have off-base telephone service requirements.

**SECTION 11.4 - OFFICIAL MAIL:** The union may use the Base Information Transfer System (BITS) to send and receive official mail. Informational items such as the union newsletter are considered official when they consist of articles of mutual interest to labor and management and present a positive, relationship building attitude.

**SECTION 11.5 - BULLETIN BOARDS:** The employer will provide a minimum of one (1) bulletin board in each building where bargaining unit employees are working. Union materials may be posted only on the union space of existing dual-use official, break room, or high traffic area bulletin boards. The union will choose which one of these in any facility provides the most effective information flow to bargaining unit employees. The union is responsible for posting and removing approved material on bulletin boards and for maintaining them in an orderly condition. The union will be given adequate room on any dual-use bulletin board for posting all pertinent information.

**SECTION 11.6 - RESERVED PARKING:** The employer will furnish the union a minimum of two (2) reserved parking spaces adjacent to the union office for union officials and two (2) for customers.

## **ARTICLE 12 - INFORMATION ACTIVITIES**

**SECTION 12.1 - UNIT ADDITIONS/LOSSES:** Each month the employer will furnish the union a list of the names, position titles, pay plans, grades, duty organizations, and office symbols of all bargaining unit additions and losses during the previous month.

**SECTION 12.2 - UNIT EMPLOYEE ROSTER:** Upon written request, with 30 days advance notice and no more frequently than twice a year, the employer will furnish the union a list of bargaining unit employees.

**SECTION 12.3 - UNION LITERATURE:** Information items distributed on the installation or posted on bulletin boards by the union will not violate law or breach security. Prior approval of content and method of distribution will be obtained from the employer except for notices of meetings, elections and social events. Distribution of information items may be performed only outside duty hours; however, posting on bulletin boards may be accomplished during duty hours.

**SECTION 12.4 - COOPERATIVE ARTICLES:** To better inform the workforce on matters of mutual concern, the employer and the union agree to publish news items submitted by the other party in their respective news bulletins. Co-authored articles for simultaneous publication are encouraged.

**SECTION 12.5 - REGULATION ACCESS:** Through digital electronic media the employer will provide the union with copies of Air Force civilian personnel regulations with any AMC, AFRES and CAFB supplements and/or changes. Other available regulations will be provided for review upon request. When access to the employer's publication files are not practical because of frequency of use or other good reason, the employer will furnish a copy to the union, if available, either on a one-time or continuing basis. The employer is not responsible for any delay or difficulty encountered in furnishing the requested publication when it is not available locally.

**SECTION 12.6 - BASE NEWSPAPER:** The employer will publish notices of Union meetings in the Airlift Dispatch. These notices are limited to two (2) column inches and published once a month. Articles on other matters will be considered for publication under the same criteria as articles submitted by other base organizations and are subject to provisions of Section 12.3.

## **ARTICLE 13 - ORIENTATION IN LABOR-MANAGEMENT RELATIONSHIPS**

**SECTION 13.1 - NEW EMPLOYEE IN-PROCESSING:** During in-processing the employer will provide new bargaining unit employees with a copy of this agreement and a packet of information furnished by the union concerning its purpose and member benefits.

**SECTION 13.2- NEW EMPLOYEE ORIENTATION:** During new employee orientation the union's status as exclusive representative of bargaining unit employees will be explained by the employer. The union will be notified in advance and afforded time to provide detailed information.

**SECTION 13.3 - STEWARD INTRODUCTION:** A union representative will be allowed time with a new unit employee as soon as possible after the employee reports to work. The representative will be permitted at least 20 but not more than 30 minutes to explain the employee's rights to representation and other subjects not prohibited by law. This time will not be charged to leave for either the employee or representative.

**SECTION 13.4 - ORIENTATION ON THE AGREEMENT:** The employer and union are each responsible for training their own officials on the provisions of this agreement. Normally four (4) hours of official time may be used by each union officer and steward for initial training. Additional time may be authorized when necessary. Joint training sessions are encouraged.

## **ARTICLE 14 - HOURS OF WORK AND TOURS OF DUTY**

### **SECTION 14.1 - DEFINITION OF TERMS:**

- a. The administrative workweek is seven (7) consecutive days from 0001 Sunday to 2400 Saturday in 24-hour daily increments.
- b. The basic workweek for full time employees is five (5) consecutive eight-hour days. Full-time employees will normally be scheduled to work the same hours and days of their basic workweek. Exceptions to "normally" are situations such as ARTs rescheduling to accommodate UTAs as provided in 14.2.
- c. Alternate work schedules are different from the basic 40 hour workweek. They may consist of the following or combinations thereof:
  - (1) compressed work schedules: an 80 hour biweekly basic work requirement that is scheduled for less than 14 days,
  - (2) flexible work schedules: an 80 hour biweekly basic work requirement that allows an employee to determine his/her own schedule within the limits set by the agency. Flexible work schedules may split the tour of duty into two distinct kinds of time, core hours and flexible hours:
    - (a) Core hours are a specific range of hours (i.e., 0900 - 1100 and 1300 - 1500) that an employee must be on duty; may also apply to days (i.e., T/W/Th).
    - (b) Flexible hours refer to the times during the workday, workweek, or pay period within the tour of duty during which an employee covered by a flexible work schedule may choose to vary his/her times of arrival at and departure from the work site consistent with the duties and requirements of the position.

SECTION 14.2 - DAYS OFF: Employees in organizations that operate continuously (seven days a week) will have two consecutive days off. Exceptions will be considered when requested by the employee(s). When all employees in a working unit are affected, the union will be advised at least one week prior to the change.

SECTION 14.3 - CHANGE IN HOURS OF WORK/TOUR OF DUTY:

- a. Union Notification: Except for emergencies and temporary changes, the Union will be notified at least 21 days prior to implementation of an employer proposed changes in the hours of work or tours of duty (including meal periods) for an organizational element. The union will respond within 7 days of notification.
- b. Employee Notification: Except for emergencies and temporary changes, a change in scheduled hours of work and tours of duty of an organizational element will be:
  - (1) announced in writing at least one full pay period in advance,
  - (2) cover at least two pay periods, and
  - (3) be clearly posted in or near the work areas or circulated to affected employees.
- c. Extending hours of employees who are not full time without conversion to full time does not constitute a change in scheduled hours of work and tours of duty for the organizational element.

NOTE: An organizational element is defined as the smallest entity in an organizational unit up to and including shifts, but not an individual.

SECTION 14.4 - EMERGENCY CHANGES: When the Wing/Support Group Commander (or designee) determines there is a need for an emergency change in the hours of work and tours of duty (including meal periods) of an organizational element, the union will be notified as soon as practical. This includes temporary changes required by military exercises and contingency operations authorized by higher authority.

SECTION 14.5 - ROTATIONAL CHANGES: Employees involved in regularly scheduled rotational shifts and/or rotational tours of duty will be given at least seven (7) calendar days advance notice prior to change. Shift schedules will be in writing and remain in effect for at least two weeks. The employer will assure that employees of an organizational unit occupying like skills and qualifications and occupying like positions receive equitable assignments to all shifts. Exceptions may be made in accordance with Section 14.6.

SECTION 14.6 - EMPLOYEE REQUESTED CHANGES: The parties will consider changes in individual schedules or assignments to permanent shifts requested by employees because of hardships or to pursue further self development activities when completion of the courses will equip the employee for more effective work within the agency. These changes may be accomplished by mutual agreement between the employee, the immediate supervisor, and the steward or designated union representative.

SECTION 14.7 - SHIFT ASSIGNMENTS: As opportunities for shift assignments occur, permanent shift schedule changes will be offered to employees according to their entrance date at Charleston AFB if the assignment requires the same grade level, skills, qualifications and number of scheduled hours per week. If there are no volunteers, employees will be assigned in inverse order of seniority based upon their entrance date at Charleston AFB. Exceptions may be made in accordance with Section 14.6.

SECTION 14.8 - TEMPORARY CHANGES: The employer may make temporary changes in working schedules when employees must meet job requirements that cannot be accomplished on their schedule, such as:

- a. to obtain training or testing;
- b. to participate in the presentation of a grievance or appeal;
- c. for medical interview or examination;
- d. on the recommendation of a doctor;
- e. for rehabilitation associated with performance or conduct deficiencies.

SECTION 14.9 - REPORTING TO WORK: Employees will be at their job ready, willing, and able to work at the scheduled shift start time. If the employer requires an employee to report to a designated location, accept from supervision any instructions or job assignments, or to perform work prior to scheduled starting time, he/she may request compensatory time or overtime pay, as appropriate. Civilian employees are not required to stand in military formation during roll calls and other briefings in which they are required to participate unless they are in military uniform.

SECTION 14.10 - EMPLOYEE BREAKS:

- a. Employees will be granted a rest period or break of fifteen (15) minutes duration each continuous four hours of non-overtime work. Employees are on duty in a pay status during a rest period or break.
- b. BREAKS FOR RATIOED EMPLOYEES: Employees working in the Services Squadron Family Member Programs Flight under staff-to-child ratio guidance will be provided breaks subject to workload and mission requirements. Employees will be granted a break or rest period of ten (10) minutes for each three and one half (3½) hours of continuous non-overtime work. Supervisors may extend the break period to a maximum of fifteen (15) minutes when conditions warrant and circumstances permit.

SECTION 14.11 - MEAL PERIODS:

- a. Non compensable: Meal periods, during which an employee is entirely free of duties, are not duty time for which compensation is paid. Every effort will be made to schedule meal periods during the mid-point of the tour of duty. When employees are required to work through their regularly scheduled meal period, the supervisor will reschedule the meal period to start within 60 minutes of the regularly scheduled time. Employees required to forego their meal period will be permitted to eat at the job site without work interruption. If the employer requires an employee to forego his scheduled non-compensable meal period, all time worked in excess of eight hours in a day will be considered overtime.
- b. Compensable: If more than one 8-hour shift is in operation during a 24-hour period and overlapping of shifts to permit time off for a meal is not feasible, an on-the-job meal period of 20 minutes is authorized and included in the regularly scheduled tour of duty. Workers must spend their on-the-job meal period at or near their work station. When possible, the meal period will be uninterrupted. Under these conditions, the time covered by the 20 minutes on-the-job period is compensable.

SECTION 14.12 - CLEAN-UP TIME: The employer will provide a total of thirty (30) minutes a day to wage system employees before meals and at the end of the work shift to clean and secure the work areas, tools, and equipment.

SECTION 14.13 - ALTERNATE WORK SCHEDULES (AWS):

- a. The union and employer feel that Alternate Work Schedules (AWS) can be an effective tool not only to enhance employee working conditions, but also to improve mission accomplishment and customer service. When AWS schedules are in effect other provisions of this agreement may not apply. In particular, computation of overtime and days off will be affected.

b. Title 5, US Code authorizes AWS and these schedules will be permitted on Charleston AFB as long as the following requirements are met:

- (1) The adoption of an AWS will not adversely affect mission accomplishment or customer service and will be of benefit to employees. The mission will be adversely affected if the element commander can show a decrease in productivity, decrease in the level of services, or an increase in cost of operations other than a reasonable administrative cost relating to the process of establishing a flexible or compressed schedule;
- (2) the AWS is developed at the organizational element level. The organizational element at Charleston AFB is defined as division, flight or shop level;
- (3) the AWS is approved by the organizational commander. The organizational element commander at Charleston AFB is defined as the squadron commander or director of staff.

## **ARTICLE 15 - OVERTIME**

**SECTION 15.1 - DEFINITION:** Overtime is work required and approved to be performed in excess of eight (8) hours per day or forty (40) hours per week. If an employee works an Alternate Work Schedule, some provisions of this article may not apply.

**SECTION 15.2 - OVERTIME EXCEPTIONS:** The employer may require an employee to perform overtime work. Exceptions to assigning overtime to a specific employee are:

- a. the supervisor determines that the employee has demonstrated that overtime work would impair his/her health or cause extreme hardship;  
or
- b. the supervisor determines that the employee has a valid reason for being relieved and other arrangements can be made.

SECTION 15.3 - OVERTIME DISTRIBUTION: Generally, first consideration for overtime goes to employees who are currently assigned to the job. A rotational system, records to be maintained by management, will be used to ensure that overtime assignments are distributed reasonably and equitably among qualified employees in each organizational element. These assignments will be distributed according to mission requirements and skills required. When possible, overtime work will be accomplished by volunteers from the same work unit. If there are no volunteers, overtime will be assigned by the rotational system with seniority being the starting point. The employer is not obligated to assign overtime to an employee who:

- a. is not present on the date the overtime is assigned, or
- b. is not expected to be present for duty on the date the overtime is to be worked.

SECTION 15.4 - OVERTIME EQUITY: Factors in determining overtime equity include the following:

- a. The number of hours worked or declined (except for flight crew members).
- b. For flight crew members, the number of missions worked as an Air Reserve Technician on which there is an anticipated opportunity for overtime work. For this purpose, missions on which overtime is unlikely will not be considered.
- c. If an employee requests and is relieved of an overtime assignment, the overtime declined is considered overtime worked for the sole purpose of determining equity. The time counted will be the actual overtime hours worked by a substitute.
- d. An employee who is absent without leave (AWOL) will be considered to have declined all overtime worked, arranged, or announced on that day.

- e. An employee who is on approved leave or absence or on a loan or detail to another organizational element for:
  - (1) less than sixty (60) days when the overtime is worked or arranged will not be considered as having declined an overtime assignment.
  - (2) sixty (60) days or more when the overtime is worked or arranged will be considered to have worked the average number of overtime hours worked by the employees in the organizational element to which permanently assigned.

SECTION 15.5 - LATE REPORTING: An employee who is late reporting for an overtime assignment and has an acceptable reason as determined by the supervisor, will be allowed to work the remainder of the assignment unless another employee has been called.

SECTION 15.6 - EMPLOYEE NOTIFICATION: The employer will give as much notification as circumstances permit.

SECTION 15.7 - BREAKS AND LUNCH PERIODS:

- a. Employees required to work overtime in excess of four (4) hours immediately following their regular duty work shift will be allowed:
  - (1) a one-half hour meal period without compensation; or
  - (2) time to eat on the job if the employee's overtime assignment requires constant attention and is authorized by the immediate supervisor.
- b. Employees required to work a full overtime work day will have normal breaks and meal periods.

SECTION 15.8 - EMPLOYEE CALL BACK: Employees called back to work will receive a minimum of two (2) hours call back overtime pay (including any shift differential and/or additional pay), or compensatory time if applicable. Call back time is outside and unconnected with the employee's work schedule.

SECTION 15.9 - ELECTRONIC PAGING DEVICES (BEEPERS): If the employer places an employee in an on-call status the employee may elect to carry a beeper. To be compensated for on-call status an employee must meet the requirements of 5 CFR 551.431 (Code of Federal Regulations) as follows:

- a. An employee will be considered on duty and time spent on standby duty shall be considered hours of work if:
  - (1) The employee is restricted to an agency's premises, or so close thereto that the employee cannot use the time effectively for his or her own purposes, or
  - (2) The employee, although not restricted to the agency's premises:
    - (a) Is restricted to his or her living quarters or designated post of duty;
    - (b) Has his or her activities substantially limited; and
    - (c) Is required to remain in a state of readiness to perform work.
- b. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:
  - (1) The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or
  - (2) The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

**SECTION 15.10 - COMPENSATORY TIME:** Classification Act employees may choose either overtime pay or compensatory time. However, FLSA exempt employees at GS-10, Step 10, or equivalent pay and above may be directed to take compensatory time. An employee so affected will be notified when ordered to work. Compensatory time must be used in accordance with applicable laws, rules, and regulations normally within twenty six (26) pay periods. Employees whose rates are set by the Federal Wage System (WG, WL, WS) are eligible to choose compensatory time in lieu of overtime.

**SECTION 15.11 - RECORD KEEPING:** Records of overtime worked or declined will be maintained by the supervisor for one year.

## **ARTICLE 16 - HOLIDAYS**

**SECTION 16.1 - OBSERVED HOLIDAYS:** Eligible employees are entitled to all holidays established by federal law and Executive Order. Current holidays are listed below:

New Year's Day	January 1
Birthday of Martin Luther King, Jr.	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

**SECTION 16.2 - HOLIDAY WORK:**

- a. **ASSIGNMENT OF HOLIDAY WORK:** The employer may require work on holidays or observed days. The procedures for voluntary or involuntary holiday work assignment are the same as specified in Article 15, Overtime. A minimum of seven calendar days advance notice will be given to employees required to work. If management does not have sufficient notice of the work requirement, as much notice as possible will be given.
- b. **EXCUSAL FROM HOLIDAY WORK:** The employer may excuse employees who normally work holidays (e.g., 24-hour, 7-day a week operation) and will give seven calendar days notice unless unexpected mission requirements dictate otherwise. Employees desiring to be off duty will be released using the same procedures as for leave approval.

**SECTION 16.3 - DAY OFF IN LIEU OF HOLIDAY:** The day off for employees on a five day work week schedule are:

<b><u>Scheduled Days Off</u></b>	<b><u>When Holiday Falls on</u></b>	<b><u>Day Off in Lieu of Holiday</u></b>
Saturday-Sunday	Saturday Sunday	Friday Monday
Sunday-Monday	Sunday Monday	Tuesday Saturday
Monday-Tuesday	Monday Tuesday	Sunday Sunday
Tuesday-Wednesday	Tuesday Wednesday	Monday Monday
Wednesday-Thursday	Wednesday Thursday	Tuesday Tuesday
Thursday-Friday	Thursday Friday	Wednesday Wednesday
Friday-Saturday	Friday Saturday	Thursday Thursday

SECTION 16.4 - HOLIDAY PAY: Employees working on a holiday within their basic workweek receive holiday premium pay based on actual hours worked.

## ARTICLE 17 - ANNUAL LEAVE

SECTION 17.1 - PURPOSE: Annual leave is the right of the employee. Employees earn annual leave in accordance with applicable statutes and regulations. An employee's immediate supervisor (or designee) approves the time and amount of annual leave granted. Annual leave may be used in one-tenth hour (6 minute) increments.

### SECTION 17.2 - SCHEDULING ANNUAL LEAVE:

- a. Vacation leave is one of the most important morale factors in any organization. Scheduling this leave early in the year is an essential element in providing specific vacation times, ensuring an adequate workforce around TDYs and other known projects and balancing leave between employees' desires and workload considerations. The Standard Form 71, "Application for Leave," has been developed for employees to specifically request annual leave and for supervisors to specifically approve it. The SF 71 is not absolutely required by this contract, but its use is strongly encouraged by union and management.
- b. Annual leave of 40 hours or more or leave in conjunction with a holiday will be scheduled by 15 February of each year. The employer will notify employees within 30 days of leave approval. When establishing the leave schedule the employer will give full consideration to the employee's preferred vacation period. If scheduling conflicts occur, the supervisor will confer with the employees concerned to obtain mutual agreement to resolve the conflict. If this step fails, the conflict will be resolved by

using operating needs, skills available, and employees' seniority (entrance date at CAFB) as the determining factors. The senior employee may exercise seniority preference for vacation leave (40 hours or more) or leave in conjunction with a holiday only once a year. Note: This paragraph is effective 1 Jan 2002.

- c. When an employee is transferred, reassigned, or promoted from one organizational unit to another after leave schedules are established and a conflict exists, the employee's new organization will adjust the leave schedule using the criteria in 17.2b above. Employees who are temporarily assigned from one organizational unit to another will be permitted to take their scheduled leave. This leave will not impact the leave schedule in the organization to which temporarily assigned. At an employee's request, the employer may approve a change in selection provided another employee's previously approved choice is not affected without concurrence.
- d. Requests for annual leave will only be denied for valid work related reasons and not for frivolous or punitive reasons. When a request has been denied, the employee will be advised of the reason(s) for denial. Previously approved leave will only be canceled in rare and unusual circumstances when the organizational mission would be impaired. When annual leave is canceled, the employee will be notified of the reason(s) for cancellation in writing.

#### SECTION 17.3 - UNSCHEDULED LEAVE:

Requests for annual leave not scheduled under Section 17.2b should be approved when reasonable notice has been given. Approval is subject to workload requirements and the leave schedule of other employees in the unit.

#### SECTION 17.4 - EMERGENCY LEAVE:

- a. Emergencies arise that may preclude advance notice and approval of annual leave. In these emergencies employees are required to contact their immediate supervisor to request approval for unscheduled annual leave. Unless circumstances beyond the control of the employee prevent it, this request will be made as soon as possible within the first two hours of the employee's scheduled work shift.

When an employee must request annual leave for emergency reasons, he/she will describe the situation and provide an estimate of the leave duration.

- b. Employees who occupy special category positions that require specific one-on-one relief (such as fire protection, ART crew members on pre-departure crew rest, etc.) will notify the immediate supervisor or scheduler on duty of the need for emergency annual leave. The employee will request leave as soon as practical, but normally no later than two hours prior to scheduled reporting time.

## **ARTICLE 18 - SICK LEAVE**

**SECTION 18.1 - PURPOSE:** Sick leave is a qualified right of the employee as defined in Section 18.2. Employees earn sick leave in accordance with applicable statutes and regulations. Employees are encouraged to conserve sick leave so it will be available to them in time of need. Sick leave may be used by the employee in one-tenth hour (6 minute) increments.

**SECTION 18.2 - SICK LEAVE CRITERIA:** Employees will be granted sick leave when they:

- a. receive medical, dental, or optical examination or treatment;
- b. are incapacitated for the performance of duties by sickness, injury, or pregnancy confinement;
- c. are required to give care and attendance to a family member or for purposes relating to the death of a family member in accordance with the Federal Employee's Family Friendly Leave Act;
- d. would jeopardize the health of others because of exposure to a contagious disease; or
- e. participate in a drug or alcohol counseling or rehabilitation program.

### SECTION 18.3 - EMPLOYER NOTIFICATION:

- a. **Scheduled Leave.** Employees should schedule non-emergency medical, dental, optical, psychological, or alcohol/drug counseling appointments outside of duty hours. Sick leave for such appointments during duty hours must be requested in advance.
- b. **Unscheduled Leave.** Employees unable to work due to reasons specified in Section 18.2, will contact their immediate supervisor within the first two hours of their scheduled shift to request sick leave. If the employee is unable to contact the supervisor personally because of incapacitation, he/she may designate someone else to do so. If the immediate supervisor or a person authorized by the supervisor to approve leave is unavailable, the second level supervisor will be contacted. The same notification procedures apply to employees who become sick or injured while on duty.
- c. **Special Category Employees.** Employees who occupy special category positions requiring specific one-on-one relief such as fire protection, ART flight crew members scheduled for flying duties, etc., will notify the immediate supervisor or duty scheduler of illness as soon as possible, but normally no later than two hours prior to scheduled reporting time. ART flight crew members must have incapacity to fly substantiated by a Flight Surgeon and will report to the Flight Surgeon as soon as possible in order to determine the length of "Duty Not Involving Flying" (DNIF) status.
- d. **Advanced Sick Leave.** Employee requests for advanced sick leave must be in writing and approved by the leave approving official (usually the immediate supervisor). To ensure that documentation is adequate, supervisors will coordinate advanced sick leave requests with the Civilian Personnel Flight (CPF). Advanced sick leave will be approved for serious disability or illness, subject to the below listed conditions; however, this does not prohibit approval of sick leave in other conditions.

- (1) The amount of sick leave advanced is limited to the least amount required, however no more than thirty (30) work days. An employee on a limited appointment may be advanced only the amount expected to be earned during the term of the appointment.
  - (2) The employee's application for leave is supported by a medical certificate stating the general nature of the illness/disability, expected duration of the absence, and prognosis for recovery.
  - (3) It is likely that the employee will return to duty for a sufficient period of time to repay the leave.
  - (4) The employee certifies that he/she understands any advance will be charged to sick leave subsequently earned.
  - (5) An employee who has received a sick leave abuse letter within the past twelve (12) months will not be advanced sick leave.
- e. Extended Duration. The employee is responsible for advising the supervisor of the estimated period of absence. Employees unable to return at the end of the period for which leave was approved will again notify the supervisor and request additional leave.

**SECTION 18.4 - MEDICAL CERTIFICATION:** An employee absent from work on sick leave for three consecutive work days or less will not be required to furnish a doctor's certificate to substantiate the need for sick leave. An employee absent from work on sick leave for more than three consecutive work days and under a doctor's care will furnish a doctor's certificate. An employee absent from work on sick leave for more than three consecutive work days and not under a doctor's care will submit a signed personal statement in lieu of a doctor's certificate. **(NOTE - Special Category Employees.** For employees on standby tours scheduled on a 24 hours on - 24 hours off basis, sick leave for more than two consecutive 24-hour duty periods will be supported by appropriate certification as stated above.)

- a. Return to Normal Duties. An employee returning from sick leave will not routinely be required to be examined by a doctor as a condition for resuming normal duties. If there is a reasonable doubt of the employee's ability to resume normal duties without personal risk and/or risk to others, the employer may refer the employee to the Base Medical Facility for interview by a medical officer to determine if certification should be required from the employee's private doctor.
- b. Light Duty. If recommended by an attending doctor, the immediate supervisor or designee will assign light duty in 30 day increments, normally not to exceed 90 days. However, light duty assignments exceeding 30 days require approval by the appropriate Group (level) Commander. Light duty will be assigned if it:
  - (1) is available within or outside the employee's organizational element;
  - (2) is of productive use to the employer;
  - (3) does not conflict with employee's medical restrictions; and
  - (4) does not pose a safety or health hazard to others.
- c. Light Duty for Maternity Reasons. The immediate supervisor or designee will make every effort to provide light duty during pregnancy if recommended by an attending doctor.

**SECTION 18.5 - SICK LEAVE ABUSE:** An employee may be required to furnish a doctor's certificate to substantiate each period of sick leave in cases of suspected abuse as follows:

- a. Prior to requiring a doctor's certificate, the following steps are recommended:
  - (1) The supervisor identifies a behavior pattern causing suspicion of abuse. The supervisor may review any aspect of the leave record but considers adversely no more than the previous six (6) month period.

- (2) If the suspected sick leave abuse is substantiated, the supervisor counsels the employee and records the counseling on the Supervisor's Record of Employee (SRE).
  - (3) If after a twelve (12) month evaluation period there is no suspected sick leave abuse, the counseling entry is removed from the employee's SRE.
- b. If the suspected abuse of sick leave continues at any time during the twelve (12) month evaluation period, the employee is officially notified in writing of the requirement to furnish a doctor's certificate for each period of sick leave (Sick Leave Abuse Letter).
- c. Every six (6) months the supervisor reviews the sick leave record of those employees issued a Sick Leave Abuse Letter to determine if the requirement should continue. The supervisor informs the employee in writing of the decision as follows:
- (1) If during this period the employee complies with the Sick Leave Abuse Letter, the requirement for the doctor's certificate is discontinued and the counseling entry is removed from the employee's SRE. The sick leave abuse letter will remain in the SRE for an additional six (6) months.
  - (2) If the employee fails to comply with the Sick Leave Abuse Letter, further action may be taken.

## **ARTICLE 19 - OTHER TYPES OF LEAVE**

**SECTION 19.1 - LEAVE WITHOUT PAY (LWOP):** LWOP is a temporary non-pay status and absence from duty requested by the employee. The employer will grant LWOP using provisions of law and applicable regulations. LWOP exceeding 30 consecutive days must be recorded in the Official Personnel Folder (OPF).

SECTION 19.2 – MILITARY LEAVE: Military leave is absence from the employee’s civilian position without loss of pay to perform military duty.

- a. In accordance with law and regulations, full-time permanent and part-time permanent employees who are members of the National Guard or the Armed Forces Reserves are entitled to 15 calendar days of regular military leave in a fiscal year for active duty or active duty for training. Employees on temporary appointments of one year or less, or intermittent work schedules are not entitled to military leave.
- b. For part-time employees, military leave is prorated based on the number of hours in the employee’s work week.
- c. Fifteen days of military leave is credited to the employee’s account on 1 October of each fiscal year, or upon appointment. Employees who do not use the entire fifteen (15) days can carry any unused military leave (not to exceed fifteen (15) days over to the next fiscal year). Military leave may never exceed thirty (30) days in any one fiscal year.
- d. Regular military leave is charged in increments of one (1) hour and is charged only for those days in which the employee would otherwise be in a duty status.
- e. Management will take into consideration the schedules of employees who work off-tours and will, when possible, arrange schedules to allow such employees to have scheduled days off immediately preceding and following the required military leave.

SECTION 19.3 - COURT LEAVE:

- a. Court leave is leave of absence from duty without loss of pay or charge to annual leave to perform:
  - (1) as a juror; or

- (2) as a witness on behalf of any party in connection with any judicial proceeding to which the United States, the District of Columbia, or a State or local government is a party.
- b. Effective administration of court leave requires the exercise of good judgement in order to avoid imposing hardship on employees. Employees assigned to night shifts or standby tours of duty are granted court leave comparable with employees assigned to regular day shift work.
- c. Employees serving as witnesses or jurors who are excused or released by the court are expected to return to duty if there are four (4) or more hours remaining in the duty day.

SECTION 19.4 FAMILY FRIENDLY LEAVE (FFLA):

- a. A covered full-time employee may use 40 hours of sick leave each year for general family care or bereavement purposes in a leave year to:
  - 1. Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth;
  - 2. Provide care for a family member as a result of medical, dental, or optical examination or treatment; or
  - 3. Make arrangements necessitated by the death of a family member or attend the funeral of a family member.
- b. An additional 64 hours of sick leave may be used each year if the employee maintains a balance of at least 80 hours of sick leave in his or her account. The amount of sick leave to which part-time employees are entitled is pro-rated in proportion to the average number of hours of work in the employee's scheduled tour of duty each week.
- c. Employees may use a total up to 12 administrative workweeks of sick leave each leave year to care for a family member with a serious health condition. Employees who have previously used any portion of the 104 hours sick leave for general family care or bereavement purposes in a

leave year must subtract that amount from the 12-week entitlement. Employees who have already used 12 weeks of sick leave to care for a family member with a serious health condition cannot use an additional 104 hours in the same leave year for general family care purposes. Employees are entitled to a total of 12 weeks of sick leave each year for all family care purposes.

- d. "Family member" is defined as:
  - 1. spouse, and parents thereof;
  - 2. children, including adopted children, and spouses thereof;
  - 3. parents;
  - 4. brothers and sisters, and spouses thereof; and
  - 5. any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- e. Employees will make an appropriate request for use of FFLA leave and should contact the Civilian Personnel Flight for assistance in applying for said leave.
- f. Medical Documentation:
  - 1. When requesting FFLA leave to care for a family member who is incapacitated or has a serious health condition, an employee shall provide written medical certification to the employer in a timely manner. Such certification shall include:
    - (a) The date the health condition/incapacitation commenced.
    - (b) The probable duration of the health condition/incapacitation.
    - (c) The appropriate medical facts within the knowledge of the health care provider regarding the health condition including a statement as to the incapacitation, examination or treatment that may be required.
    - (d) A statement from the medical provider that the family member would benefit from the employee's care or presence and that the employee is needed to care for the family member for a specified period of time.

SECTION 19.5 – FAMILY MEDICAL LEAVE (FMLA):

- a. Under the Family and Medical Leave Act of 1993 (FMLA), employees are entitled to a total of up to 12 workweeks of unpaid leave during any 12-month period for the following purposes:
  1. The birth of a son or daughter of the employee and the care of such son or daughter;
  2. The placement of a son or daughter with the employee for adoption or foster care;
  3. The care of spouse, son, daughter, or parent of the employee who has a serious health condition; or
  4. A serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.
- b. An employee may elect to substitute annual leave and/or sick leave, compensatory time or credit hours for any part of the applicable period of unpaid leave consistent with current laws and OPM's regulations under the FMLA. Employees may also combine annual leave, sick leave, compensatory time off or credit hours with unpaid family or medical leave for any period of approved leave. An employee may not retroactively substitute paid time off for unpaid family and medical leave. The amount of sick leave that may be used to care for a family member is limited as referenced in Section 19.4b.
- c. When the need for unpaid family and medical leave is foreseeable and the employee fails to give thirty (30) days notice with no reasonable excuse for the delay of notification, the employer may delay the taking of family and medical leave until at least thirty (30) days after the date the employee provides notice of their need for family and medical leave.
- d. An employee will make an appropriate request for use of FMLA leave and should contact the Civilian Personnel Flight for assistance in applying for said leave.

e. Medical Documentation:

1. An employee shall provide written medical certification to the employer in a timely manner but no later than 15 calendar days after the date the employer requests such medical certification. If the employee is unable to provide medical certification within 15 calendar days, despite the employee's diligent, good faith efforts, the employee must provide medical certification within a reasonable period of time but no later than 30 calendar days after the employer requests such medical certification. Such certification shall include:
  - (a) The date the serious health condition commenced.
  - (b) The probable duration of the serious health condition.
  - (c) The appropriate medical facts within the knowledge of the health care provider regarding the serious health condition including a statement as to the incapacitation, examination or treatment that may be required. Health care provider means:
    - (1) A licensed Doctor of Medicine or Doctor of Osteopathy or a physician who is serving on active duty in the uniformed services and is designated by the uniformed service to conduct examinations under this subpart;
    - (2) Any health care provider recognized by the Federal Employees Health Benefits Program or who is licensed or certified under Federal or State law to provide the service in question;
    - (3) A health care provider as defined in paragraph (2) of this definition who practices in a country other than the United States, who is authorized to practice in accordance with the laws of that country, and who is performing within the scope of his or her practice as defined under such law;
    - (4) A Christian Science practitioner listed with the First Church of Christ, Scientist, in Boston, Massachusetts; or

(5) A Native American, including an Eskimo, Aleut, and Native Hawaiian, who is recognized as a traditional healing practitioner by native traditional religious leaders who practices traditional healing methods as believed, expressed, and exercised in Indian religions of the American Indian, Eskimo, Aleut, and Native Hawaiians, consistent with Public Law 95-314, August 11, 1978 (92 Stat. 469), as amended by Public Law 103-344, October 6, 1994 (108 Stat. 3125).

(d) If an employee is requesting FMLA leave to care for a family member they shall provide a statement from the medical provider that the family member would benefit from the employee's care or presence and that the employee is needed to care for the family member for a specified period of time.

2. If an employee is unable to provide the requested medical certification before leave begins, the employer shall grant provisional leave pending final written medical certification. If, after the leave has commenced, the employee fails to provide the requested medical certification the employer may charge the employee AWOL.

f. Upon return from FMLA leave, an employee must be returned to the same position or to an equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment.

SECTION 19.6 - LEAVE TO SERVE AS A BONE-MARROW OR ORGAN DONOR:

An employee may use up to 7 days of paid leave each calendar year to serve as a bone-marrow donor. An employee also may use up to 30 days of paid leave each calendar year to serve as an organ donor. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave.

## **ARTICLE 20 - OTHER ABSENCES**

**SECTION 20.1 - ADMINISTRATIVE DISMISSALS:** Administrative dismissal is absence from duty when employees are released because all or part of Charleston Air Force Base or North Auxiliary Airfield is closed, or it is in the public interest.

- a. Leave Procedures. In the event of administrative dismissal, the following procedures apply:
  1. Employees who are on annual or sick leave for the entire day will be charged for the entire day.
  2. Employees who are on duty during the first part of the day, but depart on annual or sick leave before notice of early dismissal is received, will be charged leave for the balance of the day.
  3. Employees who wish to leave work earlier than the announced dismissal time may request annual leave or LWOP to cover the duty time between their departure and the dismissal time.
- b. Hazardous Weather Conditions/Disasters. Employees are normally expected to cope with difficult driving conditions and minor disruptions of public transportation. However, on occasion, due to the severity of the weather, administrative dismissal may be authorized for employees not required to report to work to perform mission essential duties. The Support Group Commander or designee will determine when climatic or hazardous road conditions warrant announcements of special reporting instructions or excused absences. Decisions to authorize excused absence will be announced through official installation publications, telephone warning systems, and/or radio and television. When adverse weather conditions develop outside an employee's duty hours, regardless of an announcement made on television or radio, each employee must ascertain through the normal chain of command if he/she is required to report for duty.

1. Early Dismissal. Only employees who are in a duty status (not on leave) or who are expected to return from leave to duty status at the time the early dismissal takes effect are excused without charge to leave. Employees who are absent on leave that day continue to be charged leave.
2. Late Reporting. Depending on hazardous weather conditions, tardiness not in excess of 2 hours may be excused. In individual cases personally reviewed by the appropriate supervisor, tardiness in excess of 2 hours may also be excused because of an unavoidable delay resulting from adverse weather or disruption of public or private transportation. Employees who do not report for duty during hazardous weather are charged a full day of annual leave unless the supervisor determines the employee made every reasonable effort to get to work, but was unable.
3. Base Closure. Workdays on which the base is closed are non workdays for leave purposes. All employees who normally earn leave, except those required to perform emergency duties, are excused without charge to leave. This includes those on scheduled annual leave or sick leave, but does not include those in a non-pay status on the days immediately before and after the days the activity is closed.

c. Extreme Temperatures.

1. Employees are expected to work if conditions in the work place are reasonably adequate, normally between 65 - 80 degrees Fahrenheit. Dismissals due to unusual work conditions created by temporary disruption of air cooling or heating systems should be rare. The employer must take appropriate measures to correct or improve the work environment as soon as possible. When temperatures fall outside normal expectations, the supervisor will consider the following options:

- (a) Flexible dress code,
  - (b) Relocation,
  - (c) Flexible work schedules,
  - (d) Liberal leave policy. For example, individual employees affected by unusual levels of temperature to the extent that they are incapacitated for duty, or to the extent that continuance on duty would adversely affect their health, will be granted annual or sick leave.
  - (e) Employer provided additional equipment such as fans, space heaters, portable air conditioning units, etc.
2. However, when extreme temperatures exist, the supervisor will closely monitor the health/comfort of employees. If administrative dismissal is deemed appropriate based on the work environment, productivity and existing guidelines; the supervisor will request approval through chain of command with coordination of the Civilian Personnel Flight. Approval authority is the Support Group Commander.

SECTION 20.2 - EXCUSED ABSENCE: Excused absence is an administratively authorized absence from duty without loss of pay or charge to leave. Excused absence normally applies to individual employees being excused for non-mission related emergency reasons, or for reasons the government encourages such as voting, etc. The leave approving supervisor may excuse employees for the periods of time and the reasons specified below:

- a. Absence for brief periods or tardiness (59 minute rule). Unavoidable tardiness and/or necessary periods of absence of less than one hour may be excused by the supervisor for adequate reasons. This type of excusal will be considered in rare and unusual circumstances when the supervisor deems this is most appropriate. It will not be used in conjunction with leave.
- b. Voting. Generally, employees are excused from duty to permit them to report for work three (3) hours after the polls open or to leave work three (3) hours before the polls close, whichever results in the lesser amount of time off. Unusual circumstances may warrant additional excused time. If necessary, employees will be excused to register on substantially the same basis as for voting.
- c. Blood Donations. An employee may be excused up to four (4) hours for purposes of travel, testing, and recuperation associated with donating blood. An employee who does not donate will return to work immediately. If an unusual period of recuperation is required, or if the employee must travel an unusual distance, no more than an additional four (4) hours may be excused.
- d. Conferences/Meetings. Employees may be excused without charge to leave to attend conferences or conventions at no expense to the government when it is determined that such attendance is in the best interest of the federal service.

## **ARTICLE 21 - WAGE BOARD SURVEYS**

**SECTION 21.1 - PURPOSE:** The parties to this Agreement will follow regulations governing Coordinated Federal Wage Surveys.

**SECTION 21.2 - DATA COLLECTORS:** Data collectors assigned in accordance with appropriate regulations will be allowed official time as required by the Chairman of the Local Wage Survey Committee. This includes time for data collectors nominated by the union to train for and perform data collection functions.

**SECTION 21.3 - CONFIDENTIAL INFORMATION:** Regulations require that each data collector retain information in confidence. Therefore, violation of this confidence may subject the employee to disciplinary action and immediate removal from participation in the survey.

## **ARTICLE 22 - ENVIRONMENTAL DIFFERENTIAL PAY (EDP)**

**SECTION 22.1 - COMPLIANCE:** The employer will comply with all laws and regulations governing the payment of environmental differential pay.

**SECTION 22.2 - DETERMINATION OF EDP:** When either party determines that a local work situation may warrant establishment, change, or discontinuation of EDP under established criteria, that party will inform the other party in writing of the location, nature of the situation, and justification for action. The parties will meet within fifteen (15) days of notification to discuss the specifics of the work situation. The following procedures will apply:

- a. The Chief, Classification and Affirmative Employment (or written designee) and the union will investigate the working condition as a team with the advice of Wing Safety, Bioenvironmental Office, and other appropriate technical authorities.

- b. If the employer and the union agree that the working condition meets criteria for EDP in 5 CFR 532.511 the employee will be paid EDP as prescribed. If the condition is not covered as a hazardous condition in 5 CFR 532.511 the employer or the union may petition OPM for a new hazardous duty category. If approved by OPM the employee will be paid EDP as prescribed by 5 CFR 532.511.
- c. If agreement between the union and employer is not reached resulting in non-approval of EDP, the employee may initiate redress through the negotiated grievance procedure.

**ARTICLE 23 - TEMPORARY DUTY,**  
**TRAVEL PAY AND PER DIEM**

**SECTION 23.1 - PURPOSE AND ENTITLEMENTS:** Federal employees may be required to perform Temporary Duty (TDY) away from CAFB, usually for training. The Joint Travel Regulation (JTR), Vol II provides for payment of costs for lodging, meals and other expenditures associated with travel. Determination of time in duty status performed during TDY or travel will be made in accordance with 5 CFR. Monetary advances may be obtained to offset costs during TDY. A travel voucher will be filed at the completion of travel to account for costs and ensure employees receive all moneys to which entitled.

**SECTION 23.2 - RECUPERATION:** Employees may be granted a reasonable amount of duty time (up to eight (8) hours) by the supervisor for recuperation, depending upon duration or termination of TDY. The circumstances to be considered include the number of hours and mode of travel, time of departure or arrival, productive hours in the workday, any special need for the employee's services, and similar factors. In determining reasonable time, the supervisor will consider the adverse effect on work performance, health, and safety.

**ARTICLE 24 - CORE DOCUMENT/POSITION  
DESCRIPTION/CLASSIFICATION**

**SECTION 24.1 - PURPOSE:** The purpose of a core document (CD)/position description (PD) is to describe the primary assigned duties and responsibilities of the position for pay and classification purposes.

**SECTION 24.2 - DUTY ASSIGNMENT:** Employees are entitled to know the duties and responsibilities of their positions. Therefore, a copy of the CD/PD will be furnished to each employee when assigned to a position. Changes in primary duties and responsibilities will be discussed with employees and they will be given at least a draft copy of the primary duty changes not later than 30 days after the supervisor has assigned new duties.

**SECTION 24.3 - INACCURATE CORE DOCUMENT/POSITION DESCRIPTION:** Employees who believe their core document/position description is inaccurate may meet and discuss this matter with their immediate supervisor (or designee) for clarification. When differences concerning the accuracy of a position description cannot be resolved between the supervisor and the employee, the employee may grieve under the negotiated grievance procedure. Employees who have significant changes in primary duty assignments that are not reflected in their position description may request a site audit. This request must be in writing and describe the significant changes and should be coordinated with the supervisor.

**SECTION 24.4 - OTHER RELATED DUTIES:** The phrase "other related duties assigned" as used in core documents/position descriptions, means duties related to the job. This phrase will not be used to regularly assign work to an employee that is not reasonably related to the basic position description. Non-demeaning duties which are not related to the basic CD/PD may occasionally be assigned. Continued assignment of such occasional duties should result in documentation of duties as a detail.

**SECTION 24.5 - COMPLAINTS AND APPEALS:** Classification complaints and appeals will be in accordance with applicable laws and regulations.

## **ARTICLE 25 - TRAINING AND EMPLOYEE DEVELOPMENT**

**SECTION 25.1 - TRAINING OPPORTUNITIES:** The employer identifies training and development needs required for employees to do their jobs, attain career objectives, and accomplish the mission. Training opportunities will be based on the interests of CAFB, the availability of resources, and requirements of the employee's position description; while considering the interests of the employees.

**SECTION 25.2 - SELECTION:** Selection for training will be made based on the needs of the employer. If in the opinion of the selecting official, there is more than one equally suitable candidate for a particular training slot, seniority will be the tie breaker.

**SECTION 25.3 - SELF-DEVELOPMENT SCHEDULES:** Subject to operational needs, the employer will make every reasonable effort to arrange a suitable schedule for employees to pursue self-development activities. These schedules will not adversely impact other employees.

## **ARTICLE 26 - TESTS**

**SECTION 26.1 - AUTHORIZED TESTS:** Only tests authorized by the agency or the Office of Personnel Management will be administered to employees at CAFB. No other tests are authorized.

## **ARTICLE 27 - PERFORMANCE EVALUATIONS**

### **SECTION 27.1 – BACKGROUND:**

- a. The Civil Service Reform Act of 1978 requires a performance appraisal system to be in effect by 1 October 1981 which provides for establishment of performance standards, identification of critical elements, communication of standards and critical elements to employees, establishment of methods and procedures to appraise

performance against established standards, and appropriate use of appraisal information in making personnel decisions.

- b. While the basic requirements of the AF Appraisal program as approved by the U.S. Office of Personnel Management are contained in AFI 36-1001, local procedural details are contained in these instructions.

SECTION 27.2 – EFFECTIVE DATES:

- a. AFI 36-1001 specifies the effective dates for implementation of the appraisal system.
- b. Initial performance plans on AF Form 860 or Core Document must be completed within 30 days of assignment.

SECTION 27.3 – APPLICATION OF THE CIVILIAN PERFORMANCE AND PROMOTION APPRAISAL (CPPA) (AF FORM 860A) OR CORE

DOCUMENT: Supervisors will use their best judgement in applying the Civilian Performance and Promotion appraisal to bargaining unit employees considering what is fair, equitable, objective, and job-related under the circumstances of each employee's case. These negotiated instructions and the CPPA performance plan will be used as appropriate along with other applicable factors in processing such personnel actions as awards, training, merit promotion, and reassignments, changes to lower grade, and removals for performance.

SECTION 27.4 - IDENTIFICATION OF JOB PERFORMANCE ELEMENTS AND PERFORMANCE STANDARDS (PERFORMANCE PLAN):

- a. The performance plan is prepared at or prior to the beginning of the appraisal period.
- b. Normally the supervisor is the rating official and that individual's supervisor is the reviewing official. When the supervisor's position is vacant, the next level supervisor will either require the acting supervisor to serve as rating official or will personally serve as rating official and will elevate reviewing official responsibility to the next level up. When the rating official has no supervisor at the activity (i.e., the next level is at a different location), the rating official will serve as both rating and reviewing official.

- c. A separate performance plan must be prepared for each employee, even though elements and standards for identical jobs may be identical.
- d. The rating official identifies critical elements and develops standard except that the employee must have opportunity to make comments and suggestions. If the employee disagrees with the rating official's development of the performance plan, the employee may present his/her views to the reviewing official. The decision of the reviewing official regarding the elements and standards is final, subject to organizational quality control review of the performance for compliance with AFI 36-1001. However, employees in the appropriated fund bargaining unit represented by Local 1869 AFGE, shall have the right to grieve the application of the elements and standards in determining their rating under the negotiated grievance procedure Article 43, Memorandum of Agreement.

#### SECTION 27.5 – CHANGES TO PERFORMANCE PLAN:

- a. Changes to the performance plan may be made at any time by the rating and reviewing officials. Significant changes such as addition of an entirely new element shall not be made within thirty (30) days prior to the rating due date for consideration in that year's rating, any such significant changes occurring at the end of an appraisal period shall be reflected in the performance plan for the next year.
- b. The employee may ask the rating official to consider a change to the performance plan during the periodic review process.
- c. One of the following methods will be used for developing the elements and standards:
  - 1. The rating official and the individual will get together to write the performance plan.
  - 2. The rating official writes the performance plan; the employee reviews and returns the plan to the rating official with any comments; the rating official finalizes the plan after discussion with the employee.

3. The employee drafts the performance plan; the rating official reviews and finalizes the plan after discussion with the employee.
- d. Where more than one employee has the same position description, performance plans may, but do not have to, be identical, because of duties performed by the employees, not contained in the position description/core document.
- e. The performance plan prepared by the rating official is forwarded to the reviewing official. The reviewing official considers any employee input he/she received before making the final decision. If a change to the performance plan is made by the reviewing official he/she shall discuss the change with the rating official, and the employee, before making the final decision.
- f. After the Quality Control Review is completed, the reviewing official returns the approved performance plan to the rating official, shows it to the employee, and retains the original plus one copy with the Supervisors Record of Employee (SRE).
- g. The rating official signs the performance plan before he/she forwards it to the reviewing official. The reviewing official signs it after his/her final actions. The employee signs it last, after it is completed.

#### SECTION 27.6 – PERIODIC REVIEW OF PERFORMANCE:

- a. Performance appraisal is not just a formal, periodic requirement but is a part of the supervisor's day-to-day responsibilities. Complimenting exception work, correcting unacceptable work, and encouraging satisfactory work should be a continuing practice.
- b. At least one time during the appraisal period (should occur on or about mid-point), the supervisor (rating official) must meet with the employee to discuss performance and review the performance plan for currency. This meeting must be documented on the AF 860b. The employee may make written comments in response to any performance evaluation meeting. A copy of the employee's response shall be placed with the supervisor's documentation.

- c. The main focus of the performance plan review shall be the currency and adequacy of the elements and standards.
- d. The main focus of the performance discussion should be comparison of the employee's actual performance against the standards, with suggestions for improvement, where needed.

SECTION 27.7 – RATING THE EMPLOYEE – ANNUAL APPRAISAL:

- a. The rating official rates the employee, preferably in pencil, writes the substantiation required on the AF Form 860a and forwards to the reviewing official. After the rating and reviewing officials agree on the rating the AF Form 860a is forwarded to the organizational quality control review point. After the appraisal is approved through the QC procedure, it is finalized (ink or typed), the rating official discusses it with the employee.
- b. The rating official signs the form before giving it to the reviewing official. The reviewing official signs after finalizing the rating. The employee signs last, after discussion.
- c. If the employee is not available for discussion and signature at the appropriate point in the process, the employee signature block will be so annotated with the reason for the non-availability and the form will be distributed. When the employee is available, the employee may discuss the rating with the supervisor and sign the form, including the original.
- d. A copy of the completed form is retained by the rating official and a copy is given to the employee. The original is forwarded to the Civilian Personnel Office for the Employee Performance File.

SECTION 27.8 – RATING THE EMPLOYEES – OFF-CYCLE AND CHANGE OF RATING OFFICIAL:

- a. Ratings are given to employees and forwarded to CPO using the same processing steps as annual appraisal (VII above) in the following circumstances:
  - 1. Rating is needed to grant within grade increase, when rating of record is less than acceptable.
  - 2. Rating is needed to withhold within grade increase, when rating of record is acceptable or better.
  - 3. Rating is needed when performance improves from less than acceptable to acceptable.
- b. When the rating official changes or departs during the rating period, no official rating of record is forwarded to CPO but records are transferred as follows:
  - 1. If the rating official has supervised the employee for 90 days or more, a closeout appraisal and discussion is accomplished before the supervisor leaves. This rating serves only as information for the new supervisor.
  - 2. If the rating official has supervised the employee for less than 90 days, the performance plan, standards and documentation of performance progress discussions are transferred to the new supervisor.

SECTION 27.9 – FINAL EVALUATION PROCESS:

- a. An employee's overall performance rating will be a result of application of standards of performance to the employee's performance on critical elements of the employee's duties and responsibilities. The ratings on appraisal factors – manner of performance will be accomplished at the same time and will be identified against any applicable performance element(s) as explained in the instructions for AF Form 860a.
- b. The rating of elements will include designation of meets or does not meet, applied to each element identified on the rating form. After completion of the appraisal of each element, an overall rating of total performance will be designated.

SECTION 27.10 - RELATIONS OF PERFORMANCE MANAGEMENT SYSTEM TO CERTAIN PERSONNEL ACTIONS:

- a. Awards: This appraisal system will be a factor in determining awards based on job performance.
- b. Periodic Within Grade Increases: This appraisal system will be the only factor used in determining within grade increases. A within grade increase shall be granted for an overall rating of acceptable.
- c. Promotion: An overall rating of fully successful must be attained to be considered for merit promotion.

SECTION 27.11 - IF EMPLOYEE RECEIVES UNACCEPTABLE PERFORMANCE:

- a. The following procedures apply to all employees except probationary employees who are covered by AFI 36-1001.
  1. Supervisors will counsel employees when their performance is not meeting that required by any job performance element. During the counseling session the supervisor shall explain to the employee how his/her performance is deficient and what he/she needs to do in order to improve. The supervisor will attach any documentation of such counseling to the SRE and make it available to the employee upon request.
  2. Withholding Within Grade Increases (Ref. AFI 36-1001, Chapter 6)
    - (a) Written notice of decision to withhold, normally given by the Supervisor:
      - (1) states the basis for the withholding
      - (2) states how the employee must improve performance in order to receive the WGI
      - (3) states the employee's right to representation
      - (4) states procedures and time limits to request reconsideration.

- (b) When the employee has requested reconsideration, the written notice of final decision on withholding, given by the reconsideration official:
  - (1) states the decision on the withholding
  - (2) states the reason for withholding, if that was the decision
  - (3) advises the employee of the procedure and time limits for filing a statutory appeal or grievance, as appropriate
- 3. Reassignment, Demotion, or Removal: When in the supervisor's judgement the employee will be unable to improve performance, reassignment to another position in the organization may be appropriate. The supervisor may change duties of the current position and demote the employee to a level where fully successful performance can be achieved. When an employee's performance continues to be unacceptable after attempts to improve performance fail and reassignment or demotion is not feasible, the employee may be removed from employment. Supervisors will process such actions under applicable regulations.

SECTION 27.12 - APPRAISAL DUE DATES – CONTINUING PROGRAM:

- a. The appraisal period for all Appropriated Fund Employees starts 1 April and ends 31 March. These appraisals are due in the Civilian Personnel Office 15 May and are effective for use in personnel decisions on 1 June.
- b. When an employee is appointed, reinstated, or transferred to the Air Force from another federal agency, the employee is assumed to have an entrance appraisal of fully successful. The employer is encouraged to rate employee's behavioral factors after 90 days with an earned rating.

## **ARTICLE 28 - SUPERVISOR'S RECORD OF EMPLOYEE (SRE)**

**SECTION 28.1 - DEFINITION:** The Supervisor's Record of Employee (previously AF Form 971) is the immediate supervisor's personal and confidential record of an employee.

**SECTION 28.2 - COUNSELING:** Counseling by the supervisor will be conducted in private. An employee will be given the opportunity to discuss and initial any entry on the supplemental (narrative) portion of the SRE. The employee's initials indicate only that he/she is personally aware of an entry and does not indicate agreement or disagreement. Counseling entries will be removed twelve (12) months after the effective date.

**SECTION 28.3 - ACCESSIBILITY:** The SRE contains confidential and sensitive information which is personal to the employee. Therefore, SRE's will be secured so that access is limited to persons having an official requirement to review the form. The concerned employee and/or the properly designated representative may review the SRE upon request. The SRE will be furnished to the employee in a reasonable period of time during his/her regular duty hours, contingent upon work load and/or availability of the supervisor. The SRE will be maintained IAW the provisions of the Privacy Act of 1974.

**SECTION 28.4 - SUPERVISOR CHANGE:** When an employee's supervisor is changed in an organization, the up-to-date SRE is transferred to the new supervisor. When an employee moves to a different organization on base, the losing supervisor sends the complete and up-to-date SRE to the gaining supervisor within 14 days.

## **ARTICLE 29 - MERIT PROMOTION**

**SECTION 29.1 - MERIT PROMOTION ANNOUNCEMENTS:** Announcements will be issued and publicized for each position filled through the merit promotion program for the purpose of establishing promotion registers of eligibles. Employees are urged to periodically review all available announcement media and submit the required application to

assure appropriate consideration. Failure to submit timely, complete, and accurate form(s) may result in not being considered for promotion.

**SECTION 29.2 - IMPROPER RANKING/RATING:** Employees who feel they have been improperly ranked or rated for merit promotion opportunities may address their concerns to the Air Force Personnel Center (AFPC.) At the employee request, AFPC will provide a full explanation of the basis of the rating and ranking process as it pertains to that employee.

**SECTION 29.3 - RECORDS REVIEW:** Employees are responsible to review periodically their automated personnel record to assure that all experience and training is properly recorded. Employees may obtain experience briefs (computer printouts) from the CPF.

**SECTION 29.4 - RELEASE DATE:** An employee selected for promotion will be released within twenty (20) calendar days following notice of selection to the losing supervisor. The CPF will notify the losing supervisor of the selection for promotion of an employee within two (2) work days after the selection has been approved. The release date may be extended up to ten (10) calendar days by mutual agreement between the gaining and losing supervisor for reasons acceptable to the CPF. A promotion may be delayed up to the first day of the second pay period after the promotion has been approved to enable an employee to earn a step increase.

**SECTION 29.5 - NOTIFICATION OF NON SELECTION:** Non selectees will be notified in writing as soon as possible, but not more than five (5) work days.

## **ARTICLE 30 - DETAILS AND TEMPORARY PROMOTIONS**

### **SECTION 30.1 – DETAILS:**

- a. A detail is a temporary assignment of an employee to a different position for a specified period of time with the employee returning to their regular duties at the end of the detail (5 USC 3341).

b. Details of less than 30 days shall be recorded in the Supervisor's Record of Employee (SRE.)

c. Documentation Requirements:

<b>If Detail is</b>	<b>and</b>	<b>then</b>
To position identical to employee's current position or is the same grade, series and basic duties		No documentation is required
For less than 30 days to different position		Document in SRE from 1 <sup>st</sup> day
More than 30 days but less than 120 days to different position	Is to higher grade or to a position with promotion potential	Submit personnel action (SF-52) and document SRE from 1 <sup>st</sup> day
	Is to same or lower grade with no promotion potential	
For 120 days or more		Submit personnel action (SF-52) and document SRE from 1 <sup>st</sup> day

d. The following procedures shall apply when offering noncompetitive details of 30 days or more:

1. The Employer will canvass the qualified employees to determine if anyone wishes to be detailed. If the same number of volunteers as vacancies exist, they shall be selected.
2. If more employees volunteer than vacancies exist, the Employer will select from the qualified volunteers. Seniority will be the selection criterion.
3. If there are no volunteers, then the least senior qualified employee(s) will be selected.

4. If there are fewer volunteers than vacancies, then the volunteers will be selected and additional persons will be selected as in Paragraph d3 in this Section.
  5. Seniority shall be defined by entrance date at CAFB.
  6. The Employer will notify the Shop Steward or Chief Steward of all details of 30 days or more.
- e. The procedures in Paragraph C in this Section shall apply except if the following circumstances:
1. When management can demonstrate that the position to which an employee must be detailed requires unique skills and abilities that are not possessed by any other qualified employee,
  2. When a bona fide medical or operational emergency requires or precludes the detail of a particular employee, and
  3. When the Employer makes a detail to accommodate a substantiated medical health problem.
- f. Details of less than 30 days shall be on a fair and equitable basis and documented in the (SRE.)

#### SECTION 30.2 – TEMPORARY PROMOTIONS:

- a. Qualified employees detailed to a higher graded position for a period of more than 30 days must be temporarily promoted. The employee will be paid for the temporary promotion beginning the first day. The temporary promotion should be initiated at the earliest date it is known by management that the detail is expected to exceed 30 days. For the purpose of this section a General Schedule employee who performs the grade-controlling duties of a higher-graded position for at least 25% of his/her time, or a Wage Grade employee who performs higher-graded duties on a regular and recurring basis, shall be temporarily promoted.
- b. Temporary promotions in excess of 120 days shall be filled through competitive procedures.

## **ARTICLE 31 - REDUCTIONS, DEMOTIONS, AND INVOLUNTARY REASSIGNMENTS**

**SECTION 31.1 - REDUCTION-IN-FORCE (RIF):** RIFs will be accomplished in strict compliance with law and government-wide rules and regulations. Every effort will be made to minimize the adverse effect on employees, taking into consideration skill needs and budget requirements.

**SECTION 31.2 - DEMOTIONS:** Downgrading encumbered positions solely to meet fund limitations is prohibited, unless duties and responsibilities are changed accordingly.

**SECTION 31.3 - INVOLUNTARY REASSIGNMENT:** Volunteers will be considered first for reassignment. Reassignments will be made using service computation date, qualifications, and management needs. Employees involuntarily reassigned will be given the reasons and allowed to reply. Changes in an employee's position description, not resulting in assignment to a different position, are not considered reassignments.

## **ARTICLE 32 - INCENTIVE AWARDS**

**SECTION 32.1 - PURPOSE:** The goal of the CAFB Incentive Awards Program is to recognize employees for outstanding performance, improve morale, and increase productivity. Public recognition of award recipients for their special contributions, community involvement, suggestions, etc. is the most effective way to achieve this goal.

**SECTION 32.2 - NOTIFICATION:** There are many awards available for employee recognition. These include monetary, honorary, functional area, civic, special purpose, and heroic deed awards. Supervisors are strongly encouraged to recognize their employees by fully participating in this program. Employees are encouraged to participate by providing input on possible nominees to their immediate supervisors. When requesting time suspended award nominations, the employer will publicize information and notify the union.

SECTION 32.3 - PUBLICITY: To ensure maximum recognition the employer will publish quarterly a list of all incentive awards and recipients in the civilian newsletter or equivalent publication.

SECTION 32.4 - COMMITTEE REPRESENTATIVE: The union may designate one (1) representative to serve as a non-voting member on the Incentive Awards Committee.

SECTION 32.5 - AWARD APPROVAL: Some awards require a SF 50 (Notification of Personnel Action). These awards are official when the SF 50 is completed and approved. The SF 50 must be approved prior to time off taken or money paid.

### **ARTICLE 33 – EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

SECTION 33.1 – POLICY: The Employer and the Union affirm their commitment to provide equal employment opportunities to all employees and to prohibit discrimination because of race, color, religion, sex (including sexual harassment), sexual orientation, national origin, age (40 years of age or over), or disabling condition.

SECTION 33.2 - EEO ADVISORY COMMITTEE: The union may designate two representatives to serve on the Base EEO Advisory Committee.

SECTION 33.3 – EQUAL EMPLOYMENT OPPORTUNITY PROGRAM: The Employer’s Equal Opportunity Program shall be designed to promote equal employment opportunity in every aspect of the Employer’s personnel policy and practice in accordance with applicable law and Government-wide rules and regulations. The program shall include, but not be limited to, the following:

- a. Providing reasonable job accommodation for qualified disabled employees,
- b. Reviewing selection processes and staffing procedures to identify those which are inconsistent with governing Federal EEO rules and regulations

and taking corrective actions consistent with such rules and regulations in those instances where adverse EEO impacts are found,

- c. Procedures that allow for the redesigning of jobs, where feasible and desirable, and which do not create an undue hardship to achieve the Employer's mission to utilize to the maximum extent possible the present skills of qualified disabled employees,
- d. Making reasonable accommodations for the religious needs of employees when such accommodations can be made without undue hardship to the conduct of the Employer's programs,
- e. Commitment to the prevention of sexual harassment, and
- f. Affirmative Employment Plan(s).

ARTICLE 33.4 – AFFIRMATIVE EMPLOYMENT PLANS: The Employer's Affirmative Employment Plan shall be designed to promote positive opportunities for all employees to contribute to the Employer's mission to the maximum extent possible, consistent with EEO principles.

SECTION 33.5 - REASONABLE ACCOMMODATIONS FOR EMPLOYEES WITH DISABILITIES:

- a. In accordance with Section 501 of the Rehabilitation Act of 1973, as amended, Section 403 of the Vietnam Veterans Readjustment Assistance Act 1974, as amended, and other Government-wide rules and regulations pertaining to the employment of individuals with disabilities, the Employer is committed to affirmative action for the employment, placement, and advancement of qualified individuals with disabilities and disabled veterans.
- b. The Employer will offer reasonable accommodation to known physical or mental limitations of qualified individuals with a disability unless the Employer can demonstrate that the accommodation would impose an undue hardship on the operation of the Employer's program as defined in 29 CFR Section 1614.203.

SECTION 33.6 – INFORMATION, DATA AND REPORTS:

- a. The Employer agrees to provide employees access to written information describing the discrimination complaints procedures and their installation's Affirmative Employment Plan(s).
- b. The Employer agrees to the timely posting of names, pictures, and office telephone numbers of EEO Counselors on designated installation bulletin boards. Management will also provide the local with a current list of its EEO Counselors and will update the list as necessary.

SECTION 33.7 – EEO COUNSELORS:

- a. The Employer and the Union agree that proper training will be provided to designated EEO counselors consistent with appropriate EEOC regulations.
- b. The Employer will assure that EEO counselors are available and accessible to employees who may have a discrimination complaint.
- c. The Union may recommend employees for EEO counselor positions.

SECTION 33.8 – COMPLAINTS:

- a. Any employee who wishes to file or has filed an EEO complaint shall be free from coercion, interference, dissuasion, and reprisal.
- b. Employees may select a designated EEO Counselor for their initial contact. Thereafter, counselors will be assigned to each complaint based on availability, workload, etc.
- c. Where an aggrieved employee seeks EEO counseling the counselor must insure that the complainant understands his or her rights and responsibilities in the EEO process including the option to elect EEO ADR. Bargaining unit employees must elect to file an EEO complaint or a grievance under the negotiated grievance procedure. The aggrieved may go forward in only one forum. (Appeals may be made in conformance with Public Law 954-Chapter 71: Subchapter III, 7121, 7122 and 7123. If there is an established dispute resolution procedure, and the aggrieved has agreed to participate in the procedure, there will be an extension of no more than sixty (60) days of the EEO counseling period.)

- d. The complainant may elect to use an existing Alternative Dispute Resolution (ADR) process; however, the complainant's rights to pursue a traditional EEO counselling are not waived because of the election to use the ADR process. At the same time, the complainant's responsibilities to comply with all requirements of the EEO process (for example, time limits and points of contact) must be adhered to. In the event that ADR is terminated for any reason, the complainant may continue to pursue an informal resolution of the matter with the EEO counselor or may request a Notice of Final Interview from the EEO counselor. Guidance on the requirements of discrimination complaint appeals will be available in the appropriate administrative office or from an EEO counselor. If an aggrieved employee elects to participate in the ADR process the pre-complaint processing period shall be ninety (90) days.
- e. The discrimination complaint process provides complainants the option of appointing a personal representative who could be a union official. However, the individual would be representing the complainant in an individual capacity and not in the capacity as a union representative. EEO complaints in the formal and informal stage are confidential between the employee and the designated counselor. The representative designated in writing by the EEO complainant will have the same access to information as the complainant.
- f. Upon request, the Employer agrees to provide the union current statistics concerning discrimination complaints filed by employees.

## **ARTICLE 34 - HEALTH & SAFETY**

**SECTION 34.1 - OBJECTIVES:** Work practices and conditions pertaining to health and safety are included in 29 CFR 1960, Executive Order 12196, Occupational Safety and Health Act (OSHA)/Air Force Occupational Safety and Health (AFOSH) regulations and other applicable laws, rules and regulations.

a. The Employer will:

- (1) make every effort to provide and maintain safe working conditions;
- (2) provide procedures and encourage prompt reporting of all accidents, injuries and hazards; and

- (3) advise employees that they are entitled to injury compensation benefits when injured on the job.
- b. The Union will encourage employees to:
- (1) vigorously support the Air Force safety program and conscientiously abide by established safety rules, regulations and directives;
  - (2) report to their supervisors any known hazardous condition or procedure;
  - (3) report job-related injuries or illnesses to their supervisor immediately, and promptly complete the appropriate forms; and
  - (4) take such individual action as is necessary to comply with medical and safety advice and restrictions.

SECTION 34.2 – STANDARDS:

- a. The employer will comply with Occupational Safety and Health Standards issued under Section 6 of the Act and/or where the Secretary of Labor has approved compliance with alternative standards in accordance with 29 CFR 1960. The employer will notify the Union prior to the submission of any alternate standards. On a case-by-case, the parties may adopt more stringent safety and/or health standards to address specific concerns.
- b. Personal Protective Equipment (PPE), as required by appropriate OSHA standards to protect employees from hazardous conditions encountered during the performance of their official duties, will be provided at no cost to employees required wear specific PPE. An employee may request a hazard assessment to determine the need for PPE. These assessments may result in engineering controls or other devices designed to reduce workplace injuries and illnesses or eliminate the need for PPE. A copy of these assessments will be provided to the Union. Employees will receive training on the proper use and care of PPE as determined by the supervisor.

SECTION 34.3 - REPORTING UNSAFE CONDITIONS: Employees are not required to use government vehicles/machines/equipment that are unsafe

to operate to the extent that they pose an imminent risk of death or serious bodily harm or could result in equipment damage. It is the vehicle/machine/equipment operator's responsibility to determine the equipment operational status, annotate the appropriate forms if applicable, and report the hazardous condition/discrepancy to supervision. If the alleged condition is not corrected, the employee may present the issue to the appropriate safety official and union representative. A review of the alleged safety hazard will be conducted and corrective measures recommended to reduce the hazard to an acceptable level of risk. There will be no reprisal for good faith, reasonable presentation, and/or identification of hazardous conditions.

SECTION 34.4 - ADEQUATE INSTRUCTIONS: Employees will not be required to work on a job or machine until they receive adequate instructions as determined by the supervisor.

SECTION 34.5 – ERGONOMICS:

- a. The employer will comply with OSHA/AFOSH standards for ergonomics.
- b. The employer acknowledges that there are certain ergonomic and environmental factors that can contribute to the health and comfort of employees. These factors involve the proper design of work stations and the education of managers, supervisors, and employees about the ergonomic job design.
- c. The employer agrees that employees should be provided information about ergonomic hazards and how to prevent ergonomically-related injuries. This information could be provided by Occupational Safety and Health Administration (OSHA) Safety and Health Guidelines and other available information. The employer agrees to provide, to the maximum extent possible, equipment (chairs, tables, workstations, lighting, keyboards and screens, printers, etc.) which meets ergonomic design criteria. It is also agreed that when equipment is purchased, to the extent possible, instructions should be provided on how to safely and properly operate that equipment.

- d. VDT Breaks – Where an employee uses a VDT or other keying device for a least one continuous hour, the employee shall receive a five (5) minute break for every hour of utilization. Such breaks will be in addition to regularly scheduled rest periods. This does not preclude employees from receiving rest breaks when suitable non-VDT work is not available.

SECTION 34.6 - OCCUPATIONAL HEALTH SERVICE (OHS): The employer maintains an Occupational Health Service in accordance with OSHA/AFOSH standards. Periodic medical examinations and evaluations are provided for bargaining unit employees potentially exposed to health hazards in the workplace or who are assigned to positions requiring specific standards of physical fitness.

SECTION 34.7 - ON-THE-JOB INJURY/WORKERS COMPENSATION PROGRAMS: Information concerning the location of applicable regulations and procedures of the Office of Workers Compensation Programs (OWCP), US. Department of Labor, will be maintained by the employer and available to the union upon request.

- a. The employer is responsible for:
  - (1) providing the required OWCP forms to employees who, in turn, provide them to the Medical Treatment Facility or private physician. At no time will this requirement impede an employee from receiving prompt medical attention.
  - (2) providing appropriate instructions to the employee which will facilitate timely claim submission.
  - (3) processing claims and providing necessary information to OWCP as soon as possible, but not later than 60 calendar days after the information is received. The employee's organization will be required to provide needed information no later than twenty (20) calendar days after it is requested. Follow-up status will be provided on a periodic basis.
- b. The employer will advise an employee who receives a disabling, traumatic on-the-job injury that he/she may be entitled to continuation of pay (COP) for the period of disability as determined by the physician. This period will not exceed 45

calendar days. Employees are required to file a claim for COP within 30 calendar days from date of the injury or illness. If the claim is denied by OWCP, that portion of COP already paid to the employee will be charged to either annual or sick leave, or leave without pay at the employee's option.

SECTION 34.8 - EMERGENCY MEDICAL SERVICES: Diagnosis and treatment of non-occupational injury and illness cases which occur while an employee is on duty are not the responsibility of the employer except in an emergency. In the case of an emergency, the employee will be provided medical care required to prevent loss of life or limb, or to relieve suffering until placed under a personal physician's care. The cost of emergency care provided by the employer to the employee for non-occupational illnesses that occur while the employee is on duty will be borne by the employee

SECTION 34.9 - LIMITED DUTIES: An employee who has sustained an on-the-job injury will be required to perform duties only to the extent and limits prescribed by the employee's medical doctor. In the event the employer questions the recommended limitations, the Installation Medical Officer will be contacted to review the medical record and advise the supervisor on recommended action.

SECTION 34.10 - ON-THE-JOB ILLNESS: If an employee determines after reporting to work that he/she is physically or emotionally impaired for duty, excluding alcohol or drug abuse, the employee can request sick leave. If the employee reports to work but appears to be under the influence of alcohol or drugs, the supervisor may place the employee in leave status and document the incident in the employee's SRE.

SECTION 34.11 - FITNESS FOR DUTY: Employees directed to take a medical examination to determine their fitness for duty are considered to be in duty status. Examinations will be accomplished during duty hours.

SECTION 34.12 - HAZARD/SAFETY DATA: Subject to provisions of the Privacy Act of 1974, employees will be provided access to exposure monitoring results, material safety data sheets, and any other available records which reveal the identity of toxic substances, harmful physical agents, or conditions.

**SECTION 34.13 – EMPLOYEE WELLNESS, STRESS:**

- a. The Union and Management agree that recognizing, minimizing, and coping with stress are essential parts of employee wellness.
- b. Employees who feel they are experiencing harmful levels of job related stress may contact the Union Office, Work Force Relations or their Commander for guidance and recommendations.

**ARTICLE 35 - SPECIAL TOOLS AND CLOTHING**

**SECTION 35.1 - EMPLOYER PROVIDED EQUIPMENT:** The employer will furnish and maintain all required protective clothing, special tools and equipment. An employee may be required to replace any item which is lost, modified, or damaged other than through fair wear and tear.

**SECTION 35.2 – SUBSTITUTE EQUIPMENT:** If the employee requests, the employer may reimburse the employee for the purchase of steel toe shoes. The shoes must meet ANSI Standards and be approved by the employer prior to use. If the cost is above the amount allowed, the employee is to pay the difference. When the employee substitutes protective clothing, special tools, devices or equipment, the substituted item(s) must be approved by the employer prior to use.

**SECTION 35.3 - STORAGE AND SECURITY:** The employer will provide adequate storage space to employees required to wear uniforms or special equipment and clothing. In order for employees to accommodate personal gear, safety equipment, foul weather gear, etc., storage space will be of sufficient size to allow ventilation and ensure serviceability. Employees are responsible for storage and security of these items in the work area.

## **ARTICLE 36 - EMPLOYEE APPEARANCE**

Employees are expected to comply with reasonable apparel, grooming, cleanliness and behavioral standards that derive from considerations such as health, safety, morale, or type of position occupied.

## **ARTICLE 37 - SMOKING POLICY**

Smoking will be in compliance with DOD policy. The employer and union will work together to determine the most logical locations for smoking facilities. The employer will provide the design, designate individual facility siting, and provide materials for self-help construction.

## **ARTICLE 38 - EMPLOYEE SERVICES**

**SECTION 38.1 - BREAK AREAS:** The employer will continue to provide areas, including equipment, to be used for breaks, lounges, meals, etc. Additional areas will be established and equipped on an as needed and as available basis.

**SECTION 38.2 - CHILD CARE:** Civilian employees are allowed to use the installation Child Development Center on a space available basis. On base, licensed, private Family Day Care Providers are available on a first come, first served basis. The Child Development Center will provide a referral list upon request.

SECTION 38.3 - HANDICAPPED FACILITIES: The employer will continue to provide handicapped employees with parking spaces, access ramps, and other facilities in accordance with applicable laws and regulations.

SECTION 38.4 - SUPPORT PROGRAMS: All interested employees may participate in the Employee Support Program (ESP) , the Employee Assistance Program (EAP), and a Drug/Alcohol Awareness Seminar conducted by the Social Actions staff.

### **ARTICLE 39 - RETIREMENT/VOLUNTARY SEPARATIONS**

SECTION 39.1 - COUNSELING: The Air Force Personnel Center (AFPC) will provide counseling to employees anticipating retirement, including retirement estimates to determine eligibility for benefits. CPF will continue to assist employees who believe they are physically disabled for their current position by giving placement and/or disability retirement counseling at their request.

SECTION 39.2 - RESIGNATION/RETIREMENT REQUEST WITHDRAWAL: The employer may allow an employee to withdraw his/her resignation/retirement request at any time before it has become effective. The employer may decline a request to withdraw a resignation/retirement before its effective date only for a valid reason. This reason must be explained to the employee. A valid reason includes, but is not limited to, administrative disruption or hiring (or the commitment to hire) a replacement.

SECTION 39.3 - RETIREMENT CEREMONY: A retirement ceremony may be held in recognition of a retiring employee's civil service career. The ceremony is optional and will be held with the approval of the employee.

## **ARTICLE 40 - CONTRACTING OUT**

**SECTION 40.1 - AUTHORITY:** The employer may contract out work in accordance with applicable laws and regulations. The sole appeal procedure for matters involving contracting out initiatives is included in OMB Circular A-76

### **SECTION 40.2 – NOTIFICATION:**

- a. The employer will notify the Union if a site visit is going to be conducted for potential bidders seeking contracts for work performed by bargaining unit employees. A union representative may attend such a site visit.
- b. The employer will notify the union when directed to perform a contracting out study involving work performed by bargaining unit employees. The employer will give the union a copy of the Milestone Chart (including changes) when prepared.
- c. When the employer determines that work performed by bargaining unit employees will be contracted out, the employer will notify the Union to provide them an opportunity to request to negotiate as appropriate.
- d. The employer will notify the union of its intention to solicit bids for work being performed by bargaining unit employees.

**SECTION 40.3 – EMPLOYEE PLACEMENT:** When employees are adversely affected by a decision to contract out, the employer will make maximum effort to find available positions for employees. This effort will include:

- a. Giving priority consideration for available positions on CAFB,
- b. Establishing an employment priority list and a placement program, and
- c. Paying reasonable costs for training and relocation that contribute to placement.

**SECTION 40.4 – INVENTORY OF COMMERCIAL ACTIVITIES:** The employer will maintain an inventory of all in-house commercial activities performed by contractors and will update this inventory annually. The inventory will include information on all completed cost comparisons and will be made available to the Union.

## **ARTICLE 41 - CONDUCT AND DISCIPLINE**

**SECTION 41.1 - PURPOSE AND POLICY:** The purpose of discipline is to maintain good order and morale. Supervisors have the authority to maintain proper conduct and discipline among their employees. Any disciplinary action taken should only be for just cause. The following are management considerations in determining disciplinary actions:

- a. Management should consider resolving complaints and allegations against employees as quickly as possible.
- b. Management should consider the minimum disciplinary action to achieve the desired result.
- c. Management should consider applying disciplinary in a progressive manner to correct and improve employee behavior.
- d. Management should consider applying disciplinary action in a consistent and equitable manner.

**SECTION 41.2 - DISCIPLINARY ACTIONS:** Disciplinary actions are oral admonishments, written reprimands, suspensions and removals, and reduction in grade taken for disciplinary reasons. Counseling is not a disciplinary action in and of itself, but may form the basis for later disciplinary action.

**SECTION 41.3 - EXAMINATION OF FACTS:** The supervisor will attempt to ascertain pertinent facts, both for and against the employee, before taking disciplinary action. If the supervisor determines that disciplinary action is appropriate, the employee will be advised.

**SECTION 41.4 - CONFIDENTIAL DISCUSSIONS:** If the supervisor has reason to counsel or orally admonish an employee, or discuss other disciplinary action, it will be done in a private manner that will minimize embarrassment in front of other people.

**SECTION 41.5 - INITIATION OF ACTION:** Disciplinary action will be initiated within 30 calendar days after an event warranting such discipline, or of the supervisor becoming aware of the event. Initiation of disciplinary action may be delayed pending completion of an investigation or for other valid reasons.

**SECTION 41.6 - LAST CHANCE AGREEMENTS:** The union will be notified and given an opportunity to be present when management offers a bargaining unit employee a last chance agreement.

### **ARTICLE 42 - NEPOTISM AND FAVORITISM**

The employer and union recognize nepotism and favoritism are not acceptable. The employer will investigate substantive allegations of improper supervisor-subordinate relationships made by the union or an employee and take corrective action if warranted. Employees who are unaware of the appropriate channel for filing a complaint may contact the Civilian Personnel Flight or the union for guidance.

### **ARTICLE 43 - GRIEVANCE PROCEDURE**

**SECTION 43.1 – PURPOSE:** This is the procedure available to bargaining unit employees for the resolution of grievances covered by Section 43.3.

**SECTION 43.2 – RIGHT TO GRIEVE:** Most complaints can be settled promptly and satisfactorily on an informal basis with the immediate supervisor. The employer and the union will make every effort to settle complaints at the lowest possible level. Filing a grievance will not reflect unfavorably on an employee’s good standing, performance, or loyalty to the organization.

**SECTION 43.3 – SCOPE:** A grievance means any complaint:

- a. by the employee or the labor organization on any matter relating to the employment of the employee; or
- b. by an employee, labor organization or agency concerning:
  - (1) an alleged breach of this agreement, or
  - (2) any alleged violation, misinterpretation, or misapplication of a law, rule, or regulation affecting conditions of employment.

- c. The following are specifically excluded from coverage of this grievance procedure:
  - (1) any alleged violation of Subchapter III, Chapter 73, Title 5 (relating to prohibited political activities);
  - (2) actions relating to retirement, life insurance, or health insurance,
  - (3) a suspension or removal taken in the interest of national security (5USC 7532);
  - (4) actions relating to examination, certification, or appointment;
  - (5) the classification of any position that does not result in the reduction in grade or pay of an employee;
  - (6) removal while in a probationary period; and
  - (7) reduction-in-force actions

SECTION 43.4 – OTHER APPLICABLE PROCEDURES:

- a. As provided for in 5 USC Section 7121, the following actions may be filed either under the statutory procedure or the negotiated grievance procedure but not both:
  - 1. Actions based on unsatisfactory performance (5 USC Section 4303),
  - 2. Adverse actions (5USC Section 7512), and/or
  - 3. Discrimination (5USC Section 2302(b)(1).
- b. Nothing in this Agreement shall constitute a waiver of any further appeal or review rights permissible under 5 USC Chapter 71.
- c. An employee shall be deemed to have exercised their option under this Section when they timely initiate an action under the applicable statutory procedure or files a timely grievance in writing under the negotiated grievance procedure, whichever event occurs first. Discussions between an employee and an EEO counselor would not preclude an employee from opting to select the negotiated grievance procedure. The grievance period may be extended if the additional time would help facilitate the resolution of the employee's complaint or contribute to a full and complete investigation of the facts.

SECTION 43.5 – GRIEVABILITY DISPUTES: Questions over whether a grievance is a matter subject to this grievance procedure or is procedurally sufficient may be submitted to arbitration as follows:

- a. If either party declares a grievance non-grievable or non-arbitrable, the original grievance will be considered amended to include this issue.
- b. If the issue of grievability/arbitrability is raised when a grievance is referred to arbitration, the grievability/arbitrability issues will be heard as specified in Article 44 –Arbitration.

SECTION 43.6 – REPRESENTATION: Any employee or group of employees in the bargaining unit may present a grievance to the employer. Employees who do not wish union representation may choose a non-union representative or represent themselves. However, the union has the right to be present at all grievance meetings to protect the interests of other employees in the bargaining unit and maintain contract compliance.

SECTION 43.7 – OFFICIAL TIME: An employee and his/her representative will be granted a reasonable amount of official time while in a duty status for the preparation and presentation of a grievance at each step of the grievance procedure.

SECTION 43.8 – SCHEDULING DISCUSSIONS: All grievance discussions will be at times mutually agreeable to the grievant, employer, and union.

SECTION 43.9 – ADHERENCE TO TIME LIMITS: The time limits specified in the grievance procedure are critical to prompt and effective problem resolution. Time limits must be met; however, they may be extended by mutual consent.

- a. If the employee does not meet time limits in this procedure, the grievance is considered withdrawn.
- b. If the employer does not meet time limits in this procedure, the grieving party may elevate the action to the next appropriate level. A union-initiated grievance on noncompliance of contractual time limits may be filed with the appropriate third step official.

SECTION 43.10 – ACCESS TO INFORMATION/DOCUMENTATION:

The employer, union, and/or the employee will produce relevant documents specifically requested for the purpose of substantiating or refuting claims of the parties.

SECTION 43.11 – WITNESSES: Either party may call a reasonable number of witnesses. The employer will arrange for witnesses employed at CAFB to appear at hearings or meetings scheduled in connection with a grievance. Either party may interview or consult privately with any witness.

SECTION 43.12 – NATIONAL REPRESENTATIVE: A national representative of the American Federation of Government Employees may participate in any grievance proceeding above Step 1.

SECTION 43.13 – APPROPRIATE OFFICIAL DETERMINATION: The nature of a grievance may determine the appropriate official to hear a grievance beyond Step 1 for Air Reserve Technicians (ARTs) in integrated units. When this situation exists, a management and union representative will meet with the squadron commander to determine the appropriate grievance route prior to the Step 2 hearing. If agreement cannot be reached, the squadron commander will hear the grievance.

SECTION 43.14 – RECORD KEEPING: At each step beyond Step 1, the deciding official makes a written summary of the proceedings and the decision. These documents, together with the written complaint and written decision at each step, constitute the grievance file on the case and are forwarded to the next step official.

SECTION 43.15 – EMPLOYEE-INITIATED GRIEVANCE:

a. Step 1.

(1) An employee must bring a grievance to the supervisor's attention, either verbally or in writing, within 21 calendar days of:

- (a) the event that gave rise to the grievance or,
- (b) the date the employee became aware of the event.

- (2) The employee normally presents a grievance to the immediate supervisor first. If the grievance involves that supervisor, the grievance may be presented to the next level supervisor. If that supervisor is a Step 2 or higher official, the grievance must be in writing.
- (3) The supervisor discusses the grievance with the employee and a representative, if designated, within seven (7) calendar days of being made aware of the grievance. If the employee has not designated a union representative, a union official will be given the opportunity to attend and present the union's views. A labor relations specialist may be present as an advisor. A written decision will be rendered within fifteen (15) calendar days of the grievance discussion.

b. Step 2.

- (1) If the grievance is not resolved at Step 1, the employee has fifteen (15) calendar days from the date of decision to present the grievance to the Step 2 official.
- (2) The grievance is normally presented to the Squadron Commander/Staff Officer or equivalent. However, if this official rendered the decision under Step 1, the grievance will be presented a Step 3. (See Section 43.13 for ARTs)
- (3) The Step 2 grievance will be in writing and contain:
  - (a) employee's name, duty phone, and address;
  - (b) representative's name, duty phone, and address;
  - (c) specific nature of the grievance (time, place, date of event, and other information);
  - (d) efforts made to resolve the grievance under Step 1 and the decision rendered;
  - (e) the contractual provision(s) allegedly violated, if applicable; and
  - (f) remedy or corrective action desired.

(4) Within seven (7) calendar days of receiving the grievance, the Step 2 official, employee, and/or employee representative will schedule a meeting to discuss the grievance. This meeting will include the Step 2 official, employee and/or employee's representative, and chief steward. A labor relations specialist may be present as an advisor. A written decision will be rendered within fifteen (15) calendar days of the grievance discussion.

c. Step 3.

(1) If the grievance is not resolved at Step 2, the employee has Fifteen (15) calendar days from the decision to present the grievance at Step 3 to the Group Commander or equivalent. The employee or representative will notify the Step 2 official (in writing) to forward the grievance to the Step 3 official.

(2) The Step 3 official issues a written decision to the employee and the union within fifteen (15) calendar days from the discussion.

d. ADR in lieu of Step 3. After Step 2 and in lieu of Step 3, the grievance may be presented to the ADR panel instead of continuing with the negotiated grievance procedure. The ADR panel's decision will be binding and final. ADR procedures are outlined in Section 43.17.

e. If a grievance is not resolved at Step 3, the union may invoke arbitration (with or without the concurrence of the employee). If the union intends to take a grievance to arbitration, they notify the Support Group Commander (in writing) within 30 calendar days of the Step 3 decision.

SECTION 43.16 – UNION OR EMPLOYER-INITIATED GRIEVANCE:

Union or employer-initiated grievances will be presented within twenty-one (21) calendar days of the occurrence of the event or action. The grievance will be presented at the level with the authority to address the concerns, or at another mutually agreed upon level. Grievances may be presented using the procedure in Section 43.15 or as the single step before arbitration at the Support Group Commander/Union President level.

SECTION 43.17 - ALTERNATE DISPUTE RESOLUTION:

- a. PURPOSE: Provide a problem solving process to prevent and resolve typical workplace disputes before they escalate. The goal is to reduce destructive conflict and channel it in to constructive conflict, where positive change can be made. This process will further enhance mission readiness.
- b. FORMAT:
  1. Eight bargaining unit and eight management personnel will make up the ADR team
  2. Members are selected by their respective leadership
  3. Members will serve for a minimum of 2 years
  4. Formal facilitator's training will be provided for all new members
  5. ADR team members will be granted sufficient time to participate in training, meetings and the ADR process, as mission allows, on official time
- c. METHODOLOGY:
  1. ADR may be used to settle grievances (either under the Negotiated Grievance Procedure or the Administrative Grievance Procedure)
  2. ADR may be used to settle Unfair Labor Practices (ULP) or other issues mutually agreed upon
  3. Management or Labor may bring an issue before the panel

4. Procedures for ADR of a grievance under NGP:
  - (a) Union representatives brief employee of options including the ADR process
  - (b) Steps 1 and 2 of the NGP followed
  - (c) Employee chooses ADR: Must sign ADR Memorandum of Agreement with Union Representative
5. LMR briefs management, Step 2 deciding official signs MOA
6. Within five working days of the employee signing the MOA the following must occur:
  - (a) Union notifies LMR of ADR action
  - (b) Panel selection made by Union/LMR office
  - (c) Grievance file put together and sealed
7. Ground Rules:
  - (a) ADR is a final process. The panel will render a binding remedy/decision through panel consensus.
  - (b) If an employee chooses the ADR process, signs the MOA, and then stops the process prior to completion; the last decision rendered in the grievance will prevail and no further action can be taken.
  - (c) The ADR panel will initially try and mediate a solution between the parties. If that is not effective the panel will act as arbiters and provide a final solution.
    - (1) Upon completion of a mediated solution both parties will sign a written agreement describing the settlement, each party will receive a copy and the original will be forwarded to LMR.
    - (2) Upon completion of an arbitrated decision all four members of the panel will sign the decision and forward it along with the grievance file to LMR.
8. All panel notes will be shredded once a final agreement/decision has been rendered.

## ARTICLE 44 - ARBITRATION

SECTION 44.1 - AUTHORITY: Only the union or employer may take a grievance to arbitration. Written request for arbitration must be served within 30 calendar days following conclusion of the grievance procedure.

### SECTION 44.2 - PROCEDURE:

#### a. Selecting the Arbitrator.

- (1) Within seven (7) calendar days the parties jointly request a list of seven (7) arbitrators with federal sector experience from the Federal Mediation and Conciliation Service (FMCS).
- (2) The parties meet within fourteen (14) calendar days after receipt of the list to select an arbitrator. If they can't agree on an arbitrator from the list, they flip a coin (once) and begin alternately striking names from the list, loser strikes first. The remaining name is the selected arbitrator.

#### b. Arbitration Hearing.

- (1) The arbitrator will use the same procedures, criteria, and standards as the Merit Systems Protection Board in hearing and ruling on the case.
- (2) The arbitrator will not hold the hearing or require submission from the parties earlier than a mutually agreeable date.
- (3) Arbitration hearings will be held during the regular day shift hours of the basic work week.
- (4) If the parties don't agree on a joint submission of the issue for arbitration, each submits a separate issue and the arbitrator determines the issue(s) to be heard.

- (5) The arbitrator makes all arbitrability determinations. If either party declares an issue non arbitrable or untimely, the arbitrator will hear arguments regarding both the arbitrability and merits of the case at the same hearing. However, the parties may mutually agree otherwise in highly complex cases that might involve several days of hearings.
- (6) Except as mutually agreed by the parties, arbitration hearings will be oral proceedings with no verbatim transcript.

c. Witnesses.

- (1) Both parties may call and cross-examine witnesses before the arbitrator.
- (2) All witnesses will be on official time. The union will give fourteen (14) calendar days prior notice to the employer so that witness work schedules can be rearranged.

SECTION 44.3 - COST OF ARBITRATION: The fee and expenses of the arbitrator are shared equally by the employer and the union. Travel and per diem will not exceed the maximum rate payable to DOD employees under the JTR.

SECTION 44.4 - ARBITRATOR'S DECISION:

- a. When making a decision the arbitrator is bound by law and government-wide regulations and will consider applicable regulations that are binding on the employer.
- b. The arbitrator's decision shall be final and binding. However, either party may file an exception to the arbitrator's award in accordance with applicable law and regulations. Exceptions to arbitral awards will be made if the arbitration award is deficient because it is contrary to any law or rule or regulation, or on other grounds similar to those applied by federal courts in private sector labor-management relations. The arbitrator will be requested to render a decision within sixty (60) days.

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

- c. Either party may file an exception to an award with FLRA within 30 calendar days of the date the award is served. Any changes in existing conditions required by the award will not be implemented until FLRA renders a decision.

## ARTICLE 45 -IMPASSE

SECTION 45.1 - PURPOSE: An impasse occurs after both parties consider the proposals and counter-proposals of the other party and, despite diligent efforts, no agreement can be reached. This procedure will be used when impasse is reached over any negotiable issue.

- a. When impasse is reached, the item is set aside. After agreement is reached on all other negotiable items, the parties try a final time to resolve any impasse items. If an impasse still exists, either party may request assistance from FMCS.
- b. If FMCS assistance does not resolve the impasse:
  - (1) either party may refer the matter to the Federal Services Impasse Panel (FSIP), or
  - (2) the parties may agree to adopt a procedure for binding arbitration of the impasse, but only if the procedure is approved by the panel.

SECTION 45.2 - IMPLEMENTATION: If impasse occurs, the employer may implement its last proposal or counter-proposal if either:

- a. the union does not invoke FMCS or FSIP intervention within ten (10) calendar days after the last exchange on the subject, or
- b. the employer determines that delayed implementation would adversely affect mission accomplishment. However, if the union invokes FMCS or FSIP intervention, the parties continue negotiations until agreement is reached.

## **ARTICLE 46 - WHISTLEBLOWER PROTECTION**

### **SECTION 46.1 - PROTECTION AGAINST REPRISAL:**

- a. It is a prohibited personnel practice to take or fail to take a personnel action with respect to an employee as reprisal for disclosing information which the employee reasonably believes evidences:
  - (1) a violation of any law, rule or regulation, or
  - (2) mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.
- b. This is based on the provision that these disclosures are not specifically prohibited by law, regulations or executive order and that this information is not specifically required to be kept secret in the interest of national defense or the conduct of foreign affairs.

## **ARTICLE 47 - FIREFIGHTERS**

### **SECTION 47.1 - FIRE PROTECTION STANDBY TIME:**

- a. Notification of assignment to a pre scheduled standby will be made at morning roll call or as soon thereafter as possible.
- b. Firefighters required to perform planned duties during standby time such as aircraft standby, communications operator, club checks, etc., may be allowed equal time to rest during normal work hours on the same shift.
- c. During standby time employees may participate in recreational activities. These activities will be conducted so as not to disturb other people.

SECTION 47.2 - PHYSICAL EXAMINATIONS AND INOCULATIONS:

Employees will be notified of scheduled physical examinations. If the employer requires inoculations they will be provided.

SECTION 47.3 - SHIFT CHANGE: Off going civilian employees will be released as the first order of business and will not be detained for discussions of non-duty related subjects.

SECTION 47.4 - MEAL SERVICE: The employer will provide meal services at the fire station for purchase by employees. Civilian firefighters may use the base dining facility during disasters, base emergencies, and wing level exercises when this meal service cannot be provided. The employee may be charged for the meal.

SECTION 47.5 - PHYSICAL FITNESS PROGRAM: Mandatory physical fitness training is normally conducted during regularly scheduled work hours. The type of exercise will consist of at least the minimum required by existing regulations. The employer will supply all required exercise equipment including workout clothing. The union and employer recognize the benefit of alternate exercise equipment and encourage purchase and use, budget permitting.

SECTION 47.6 - STATION OPERATING INSTRUCTIONS (OIs): The Fire Chief will maintain a complete set of current OI's and policy letters which will be available to all employees. All employees are required to review OI's semiannually, normally in January and July of each year.

SECTION 47.7 - RESERVED PARKING: The parking lot in front of the fire station is designated for firefighters only.

## **ARTICLE 48 - AIR RESERVE TECHNICIAN (ART) AIRCREW MEMBERS**

### **SECTION 48.1 - TOURS OF DUTY:**

- a. The tour of duty and daily hours of work for ART aircrew members engaged in long distance flights is governed by the proposed take off time as stated in the mission operations directive (commonly referred to as FRAG). Duty time normally begins at reporting time for pre-departure duties and ends at completion of postflight duties. Duty hours on AFRES Form 4 will be logged in local time of the first departure location.
- b. ART aircrew members on off-station missions will be credited with a minimum of eight (8) hours work for each day they are TDY during their basic scheduled work week. If circumstances beyond the control of the crewmember preclude eight (8) hours of actual work being performed, the number of hours actually worked and the number of hours excused from duty will be annotated on the AFRES Form 4.

**SECTION 48.2 - TOUR OF DUTY CHANGE:** Employees will normally be given seven days notification prior to a change in tour of duty. When this notification cannot be provided, every effort, to the maximum extent possible, will be made to allow the employee to choose among available options.

**SECTION 48.3 - WORK AT HOME IN LIEU OF CALL BACK:** Employees who receive official calls during off-duty time (including days off and holidays) that require them to perform necessary work from home, will be compensated. Hours worked will be reported to, and approved by, their supervisor.

**SECTION 48.4 - TDY TRAVEL:** For employees away from home station, travel time between quarters and duty location is not normally considered hours of work. However, if work is required during this travel period, the time performing such work will be considered hours of work. The time in travel status is no different than other hours of work and must be documented on appropriate time accounting sheet.

SECTION 48.5 - RECUPERATIVE TIME: In determining recuperative time supervisors will consider hazardous conditions resulting from the cumulative effects of fatigue. Recuperative time begins when released from post mission duties and is non compensable except for that time which overlaps the regularly scheduled non-overtime workday. The following conditions govern recuperative time:

- a. On missions of three (3) or more calendar days, ARTs performing in civilian status will be afforded up to twelve (12) hours recuperative time prior to reporting back to duty. This recuperative time will not exceed eight (8) hours of duty time. On missions that return during non-duty hours and on which the amount of recuperative time has not been predetermined, the crew member will contact the supervisor within the first eight (8) hours of recuperative time to determine the time to report to duty.
- b. On missions less than three calendar days, ARTs in civilian status will be afforded a minimum of eight (8) hours recuperative time prior to reporting to duty. This recuperative time normally will not exceed 4 hours of duty time.

SECTION 48.6 - ALERT STATUS/STANDBY: Time spent in Alpha or Bravo status is considered hours of work when the conditions described in Article 15, Section 9 are met.

## **ARTICLE 49 - PUBLICATION AND DISTRIBUTION OF AGREEMENT**

The employer and the union will determine the format, font, and cover style of this agreement. The employer will publish and distribute the agreement.

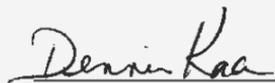
**ARTICLE 50 - EXECUTION, AMENDMENT, AND DURATION OF  
AGREEMENT**

**SECTION 50.1 - DURATION:** This Agreement will remain in effect for three (3) years from the date it is approved by the Department of Defense or as stated in 5 USC 7114.

**SECTION 50.2 - AUTOMATIC RENEWAL:** This Agreement is automatically renewed for one (1) year unless either party notifies the other in writing of an intention to negotiate a new agreement. This notification must be made during the 105 to 60-day period prior to expiration.

**SECTION 50.3 - CHANGES TO SPECIFIC SECTIONS:** By mutual consent a specific section(s) may be opened for renegotiation at any time.

For  
Charleston Air Force Base, South Carolina  
and the  
American Federation of Government Employees, Local 1869



DENNIS KAAN  
Chief Negotiator



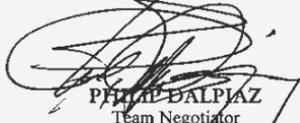
KEITH LIVERMORE  
Chief Negotiator



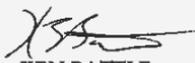
WILMA MITCHELL  
Team Negotiator



TRUDY PENDERGAST  
Team Negotiator



PHILIP DALPIAZ  
Team Negotiator



KEN BATTLE  
Team Negotiator



JOE WALKER  
Team Negotiator



NANCY CORBIN  
Team Negotiator



GLENN EASTERBY  
Team Negotiator



DAVID DEL DAVIDS  
Team Negotiator



WES FREEMAN  
Team Negotiator



TOM KAMENICKY  
Team Negotiator



BILL MERRITT  
Team Negotiator



JAN JORDAN  
Team Negotiator



RON WESTALL  
Team Negotiator



DENNIS M. KAAN, COLONEL, USAF  
Commander  
437th Support Group



TRUDY PENDERGAST  
President  
Local 1869, AFGE

Date: 25 June 2001

**Appendix A**

**UNION GRIEVANCE FORM  
AFGE LOCAL 1869**

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<b>Name of Employee:</b>	<b>Job Title, Series &amp; Grade:</b>	<b>Organization (Includes as appropriate: Wings, Squadrons, Flights, Units/Shops)</b>
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<b>Date of Incident:</b>	<b>Date Submitted:</b>	<b>Name of Supervisor or Management Official with whom grievance is being Filed (Step 1 Official):</b>
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**What Section of the Contract, Agency regulations, Government-wide regulations, OPM rules and regulations, and/or laws apply:**

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**Statement of Facts of Grievance**

**Name and title of individual, if any, against whom the grievance is being filed:**

**Place of Occurrence:**

**Specific incident or description of action being grieved:**

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**Alternate Dispute Resolution Procedure: (ADR): Signature of Grievant**

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**Relief Requested:**

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**Signature of Grievant:**

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**Signature of Union Representative:**

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**IF ADDITIONAL SPACE IS NEEDED, ATTACH A DETAILED STATEMENT OF OTHER RELEVANT INFORMATION.**

## **Appendix B**

### **GLOSSARY**

**Bargaining Unit Member** – All nonsupervisory GS, WG, WL and Professional employees of Charleston AFB serviced by the Civilian Personnel Flight and paid from appropriated funds, including employees assigned to Operating Location A (OL-A), North Auxiliary Airfield, SC.

**Chief Steward** – Normally, one of three representatives of the American Federation of Government Employees, Local 1869, chosen to represent bargaining unit members throughout Charleston AFB. They may go into any area on base to act on behalf of the Union.

**Designee** – One designated or appointed temporarily to act on behalf of the supervisor and is known to employees in that particular work area.

**Equal Employment Opportunity Commission** – Hears discrimination appeals.

**FMCS** – Federal Mediation Conciliatory Service, authority established to assist in negotiation impasses or disputes.

**F.O.I.A.** – Freedom of Information Act

**FSIP** – Federal Service Impasse Panel this is the authority to rule on negotiation impasses.

**Grievance Procedure** – This is the negotiated procedure that employees can utilize to handle their resolutions of grievances.

**Immediate Supervisor** – The first line supervisor, one who rates the employee on the employee's yearly appraisal and who grants/authorizes that particular employee's leave.

**Merit System Protection Board** – MSPB, hears adverse actions.

**National Representative (NR)** – An employee of the American Federation of Government Employees who may come to Charleston AFB anytime and represent employees as requested by Local 1869. They need not give advance notice. NRs will tell the supervisor they are in the area as other union representatives do.

**OPM** – Office of Personnel Management is the government office that establishes rules or government regulations.

**O.W.C.P.** – Office of Workers Compensation Programs, Handles job injuries or appeals of disability action.

**Public Law 95-454** – Civil Service Reform Act of 1978.

**Union Steward** – A representative of the American Federation of Government Employees, Local 1869, appointed by the Union President to represent bargaining unit members in the workplace, normally in a particular area of the base. Union Stewards represent employees in the grievance procedure. Union Stewards also handle negotiations and consultations.



