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ARTICLE 1

PARTIES, BARGAINING UNIT, AND CONTROLLING AUTHORITIES

Section 1. Parties. This Agreement is between the Commander, HQ 11th Wing, hereinafter referred to as the Employer, and the AFGE Local 1092, AFL-CIO, hereinafter referred to as the Union. Collectively, the Employer and the Union will be known as the Parties.

Section 2. Bargaining Unit. The bargaining unit, hereinafter referred to as the Unit, to which this Agreement is applicable, is composed of all General Schedule (GS) and Federal Wage System (FWS) employees paid from appropriated funds who are serviced by HQ 11th Wing Civilian Personnel Office (CPO), and located within the metropolitan Washington, DC commuting area, except the following: supervisors, management officials, professionals, confidential employees, employees engaged in Federal personnel work in other than a purely clerical capacity, and employees on non-recurring temporary appointments not to exceed 90 calendar days.

Section 3. Controlling Authorities. In the administration of all matters covered by this Agreement, the parties are governed by Title VII of the Civil Service Reform Act (CSRA) of 1978, including such amendments as may be made. They are also governed by existing or future laws, Executive Orders, and

ARTICLE 2
RIGHTS OF THE EMPLOYER

In all matters covered by this Agreement the Employer retains the right

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.

ARTICLE 3
RIGHTS OF EMPLOYEES

Section 1. Union Activity. Each employee has the right to form, join and assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided by law, this right extends to participation in the management of the Union and acting for the Union in the capacity of a representative.

Section 2. Employee Complaints. Employees shall have the right to bring any matter(s) that violates the Union contract, law, regulation, or any job related issue, or personal concern directly to the attention of the Union or a management official without fear of reprisal, recrimination, direct, indirect, or implied.

Section 3. Union Membership and Representation. No employee will be required to become or to remain a member of a labor organization, or to pay money to such an organization except pursuant a voluntary, written authorization for the payment of dues through payroll deduction. All employees of the bargaining unit have the right to be represented by the Union or its representatives without discrimination and without regard to membership in the Union.

Section 4. Employee Interviews. Any employee who is a subject of investigation and is interviewed or questioned by management officials will be advised of the nature of the investigation. If the employee has reason to believe that the examination may result in a disciplinary action against him/her, he/she may request representation and the Union will be given an opportunity to be present. This right does not extend to any investigation or interview exempt from the Federal Service Labor Management Statute.

a. Employees have an obligation to answer employment related questions, to include job performance or any matter which may affect his/her ability to perform his/her duties, during any investigation or interview. The Employer will advise employees that to willfully and knowingly withhold material facts or fail to cooperate with an investigation or inquiry may result in a disciplinary action. Upon being so advised, the employee has the right to request Union representation.

b. Normally employees will be interviewed under circumstances which protects their right to privacy. The Employer will not discuss the employee's absence or the nature of the interview with subordinate employees.

c. Employees have the right to receive a copy of their written interview statement at the time it is completed and signed.

Section 5. Employee Off Duty Conduct. The Employer affirms the right of employees to conduct their private lives off the job as they desire, except when off duty conduct adversely impacts on the suitability of employees to perform their duties. In the performance of official duties, employees will be guided in their conduct by the Code of Ethics for Government employees.

Section 6. Courtesy in the Workplace. Employees have the right to be treated in a courteous manner by management officials, and will in turn, be courteous in their interaction with management officials.

Section 7. Contributions by Employees. The Employer will not require employees to invest money, donate to charity, or participate in activities, meetings or undertaking not related to their employment.

Section 8. Official Personnel Folder (OPFJ). Employees may visit the Civilian Personnel Office on official time after making appropriate arrangements with their supervisor and a personnel office staff member. Upon written request, the Employee will be provided a copy of any document maintained in his/her OPF.

Section 9. Supervisor's Employee Work Folder (EWFJ). Employees will make arrangements with their first level supervisor to review their EWF. The employee's request to examine his/her EWF will be accommodated within a reasonable period of time, normally within three (3) workdays. Upon written request, the employee will be provided a copy of any document maintained in the EWF.

Section 10. Personal Assistance. After making arrangements with their supervisor and the appropriate staff member, employees may visit the EEO, Mental Health Clinic, Pentagon Employee Assistance Program, Finance, Union and/or Civilian Personnel Office on official time.

RTICLE 4

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1. Policy. The Employer will maintain an aggressive EEO program to ensure that personnel policies, practices, and working conditions are free from discrimination as prescribed by law. The Union will support the Employer's EEO Program, and will abide by the principles of EEO in the policies and practices of the Union.

Section 2. EEO Committee. The Employer's EEO Committee will be constituted and perform its functions in accordance with Air Force guidelines. The Union may nominate a representative to serve as a member of this committee. Statistical data regarding the affirmative employment plan will be furnished to each committee member.

Section 3. Affirmative Employment Plan. An Affirmative Employment Plan (AEP) for ensuring equal employment opportunity in all aspects of employment and personnel practices will be developed, published, and implemented in accordance with Air Force, Equal Employment Opportunity Commission (EEOC), and Office of Personnel Management (OPM) requirements.

Section 4. Program Reports. Upon written request from the Union, the Employer will provide the Union at the end of each fiscal year information concerning AEP accomplishments, the number of EEO complaints filed and the number of EEO complaints resolved.

Section 5. Upward Mobility. Upward mobility may be utilized in filling positions to provide employees an opportunity to move into career fields with greater potential for advancement. Positions to be filled by upward mobility will be determined by the Employer on an individual basis. Upward mobility will be used in conjunction with the AEP when practicable.

Section 6. Representation. If the employee desires, he/she has the right to be accompanied by a representative of his/her choice while discussing a problem or allegation with an EEO counselor, or at any step of the EEO complaint procedure. An employee's designated representative will be furnished a copy of all correspondence, including decisions, sent to the employee in the course of the processing of an EEO complaint.

Section 7. Allegation of Discrimination. Persons who allege discrimination against the Employer and their witnesses will be free from restraint, interference, coercion, discrimination, or reprisal by the Employer.

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RESPONSIBILITIES OF EMPLOYEES

Section 1. Employee Indebtedness. Employees are expected to pay their just debts. Employees will not use government telephones or equipment to initiate a verbal or written response to debtors. Employees who receive indebtedness telephone calls on duty will provide creditors with their home telephone numbers, and advise creditors to contact them at their home and not at their place of employment.

Section 2. Employee Dress. Employees are expected to comply with reasonable dress and grooming standards based on comfort, productivity, health, safety, and the type of position occupied. Dress and grooming styles should be similar to those in a private business or an industrial firm. Although casual clothing may be worn, dress suitable for picnics or similar outdoor activities may not be appropriate in an office environment. The Employer is responsible for providing protective clothing or uniforms when required in the performance of the employee's duties. The Employer will replace protective clothing or uniforms when they become unusable. Employees who report for work in inappropriate dress will be required to request either annual leave or leave without pay for the period of time it takes them to change into more suitable clothing.

Section 3. Use of Government Telephones/Facilities. Government telephones and facilities are provided to accomplish government business. Personal calls or conversations during work hours should be of short duration and limited to emergency situations. Long calls or conversations should be accomplished during the employee's lunch period by using public telephones available in the corridors. Conducting personal business on government time, using government telephones or government facilities in the operation of a private business on duty time are strictly prohibited.

Section 4. Use of Government Equipment or Supplies. Employees will not use government equipment or supplies such as printing and reproduction equipment (copiers), computers, and typewriters for reasons other than their official duty. Unauthorized use of either government equipment or supplies may result in disciplinary action.

Section 5. Use of Government Vehicles. Employees will not use government vehicles, including leased vehicles, for other than official government business. Employees who misuse government vehicles will be subject to disciplinary action.

Section 6. Conflict of Interest. Employees shall not accept a fee, compensation, gift, payment of expense, or any other thing of monetary value in circumstances in which the acceptance may result in, or create the appearance of a conflict of interest. Employees do not receive salary, or anything of monetary value, from a private source as compensation for government services.

Section 7. Outside Employment. Employees must obtain supervisory approval whenever they plan to accept other employment during non-duty hours. Any outside employment which tends to impair the employee's physical capacity to perform the job, or which creates the appearance of conflict of interest, is not authorized.

Section 8. Accountability. Employees are accountable to the Employer for the performance of assigned duties and their conduct on the job. The Employer will not deliberately direct or require an employee to violate rules, regulations, laws, this Agreement, or established procedures used in the performance of the employee's duties. If an employee believes that he/she is being directed to perform a task which **will** violate any directive or this Agreement the employee will obey the supervisor's instructions (unless the situation would cause imminent danger to his/her personal safety or specifically violates a law). After obeying instructions that the employee believes violates any directive or this agreement, he/she may grieve the matter under the provisions of this Agreement.

ARTICLE 6

RIGHTS AND OBLIGATIONS OF THE UNION

Section 1. Exclusive Representative. The Union is the exclusive representative of all Bargaining Unit employees and is entitled to act for, and negotiate collective bargaining agreements covering all employees in the Unit. As the exclusive representative, the Union is responsible for representing the interests of all Unit employees without discrimination and without regard to labor organization membership.

Section 2. Formal Discussion. The Union President or a person designated to act for the Union shall be given the opportunity to be present at any formal discussion between management and one or more employees of the Unit or their representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the Unit.

Section 3. Examination of an Employee. At any time an employee has a reasonable basis to believe that an examination in connection with an investigation may lead to disciplinary action against him/her, he/she may request Union representation. No further discussion will take place until the Union representative is provided the opportunity to be present. However, the unavailability of an Union representative will not cause the interview to be delayed for more than 24 hours.

Section 4. Union Officials. There shall be no restraint, coercion or discrimination against any Union official because of the performance of duties in consonance with this Agreement and the Civil Service Reform Act.

ARTICLE 7

UNION REPRESENTATIVES

Section 1. Officers/Stewards. The Union shall supply the Employer, in writing, and shall maintain on a current basis, a complete list of the Union officers and stewards designated to represent employees, stating their general areas of geographic or organizational responsibility. The total number of Union officers/stewards designated to represent employees shall not exceed 20. The Union shall make every effort to assign representatives in the organizational areas where they are employed. The Chief Steward shall serve as the representative for unit employees located in areas where there are no stewards as well as his/her specified area. Official time for representational purposes will be granted in accordance with Article 8 of this agreement.

Section 2. Tours of Duties. The Union President's tour of duty shall be five 8-hour days, Monday through Friday, with flexibility between 0600 and 1800 hours. The Union President will maintain written documentation of hours spent on authorized representational duties. For time and attendance reporting purposes, the Union President will provide administratively acceptable documentation of hours spent on authorized representational duties.

ARTICLE 8

USE OF OFFICIAL TIME

Section 1. Official Time - General. A reasonable amount of official duty time will be granted to employees who are officials/stewards of the Union, who have been designated in writing by the Union President, and who are otherwise in a duty status, to accomplish the functions specified in Section 2 of this Article. Unless specifically justified by the Union and authorized by the Labor Relations Officer, the Union will be limited to one representative on official time for any function, meeting or arbitration hearing. Additional representatives may be present if they are on approved leave or attend during non-duty hours. The amount of official time will be determined by the Employer after consideration of the scope and type of the specific function. This Article constitutes the sole basis for granting official duty time for Union representation and training.

Section 2. Functions for Which a Reasonable Amount of Official Time is Authorized. Upon request, a reasonable amount of official time may be granted by the official's/steward's supervisor after consideration of the needs of the work unit for the services of the requester. Official time may be granted for the following reasons:

a. Serve as the Union observer in a grievance proceeding under the Negotiated Grievance Procedure (NGP) when the aggrieved employee does not want Union representation. The sole purpose of the observer is to observe. He/she is not a participant in the proceeding and may speak only if specifically requested by the employee. Failure to observe this restriction may result in the observer being removed from the proceeding. At Step 1, the observer will be the previous designated organizational Union steward. The Union President may designate the representative who will serve as the Observer at Step 2;

b. Serve, when designated in writing, as an employee's representative in a matter covered by a statutory appeal when such representation is authorized by applicable regulations or this agreement.

c. Attend Union-sponsored training of mutual benefit to the Parties when the criteria/requirements stated in Section 3 of this Article are met; the number of representative authorized to attend such training shall be determined by the Employer based on workload and organizational assignment;

d. Represent the Union in formal discussions involving personnel policies, practices, working conditions, or grievances between Unit employees and management;

e. Represent an employee during the processing of a grievance or arbitration;

f. Appear as a witness at any step of a grievance;

g. Appear as a witness at an arbitration hearing;

h. Meet and confer with management, or

i. Perform other functions where official time is expressly authorized by the terms of this Agreement.

Section 3. Union-Sponsored Training. Official time to attend Union sponsored training will be granted to elected Union Officials and designated stewards, if otherwise in a duty status, provided the subject matter of such training is of mutual concern to the Air Force and the employee in the capacity as a Union representative, and the Air Force's interest will be served by the employee's attendance. Such determination is at the sole discretion of the Employer. Additionally, the following criteria/requirements apply:

a. Official time for an individual representative will not exceed 40 hours per annum; unless otherwise agreed to by the Parties.

b. The Union President or designated representative shall submit written requests for official time to the Labor Relations Officer, as soon as possible, but not less than fifteen (15) calendar days prior to the proposed release for such training. Requests must include information concerning the content and schedule of training and the names of the officers or stewards whose attendance is desired;

c. The employee's absence would not significantly interfere with the Employer's mission;

d. As soon as possible, but no later than twenty-one (21) calendar days after completion of the training, the Union will provide to the Labor Relations Officer a written certificate signed by the Union President that the officer/steward successfully completed the requested training. At a minimum, the certification will show the type of training; the date(s) of training and the total time of the training; and

e. Failure to meet any requirements of 3 (b) and/or 3(c) above will constitute reason for disapproval of the Union's request for official time. The Union official submitting the request will be advised in writing of the approval/disapproval of the request.

Section 4. Functions for Which Official Time is Not Authorized. No official time shall be authorized for functions not listed or referenced in this Agreement, unless mutually agreed to by the Parties. Official time is prohibited for any activity performed by a Unit employee relating to the internal business of the Union, including, but not limited to, solicitation of membership, election of Union officials, attendance at Union

national conventions, lobbying on behalf of Union interests, collection of dues or other assessments, circulation of authorization cards, or petitions, solicitation of signatures on dues withholding authorizations, campaigning for a labor organization office, and distribution of literature.

Official time will not be granted when representing an employee at a geographical location other than the one where the representative is employed, unless there is no designated Union steward available at the employee's duty location.

Section 5. Official Time for Processing of Grievances Under the NGP. Stewards/officials or employees who are otherwise in a duty status will be granted a reasonable amount of official time to process grievances under the NGP set forth in Article 9. A period of four (4) hours per step is normally considered sufficient time for preparation of a grievance.

Section 6. Release Procedures. The following procedures shall apply when use of official time is requested and/or authorized for functions covered under this Agreement. All requests for use of official time must be approved by the supervisor prior to the employee and/or Union steward/official leaving the work area.

a. EMPLOYEE'S RELEASE:

(1) Employees will request approval for official time by completing Section A of the Employee's Request for Official Time Form (Appendix A) and submitting it to their supervisor prior to confirming an appointment with a Union steward/official.

(2) The supervisor will complete Section B of the Employee's Request for Official Time Form and return the form to the employee. If release from duty at the requested time and date cannot be granted because of workload considerations, approval for release from duty will normally be rescheduled within twenty-four (24) hours of the employee's request.

(a) Upon meeting with the Union steward/official, the employee will present his/her Employee's Request for Official Time Form for verification and signature.

(b) At the conclusion of the meeting, the Union steward/official will complete Section C of the Employee's Request for Official Time Form and return the form to the employee.

(c) Upon returning to the work area, the employee will submit the completed Employee's Request for Official Time Form to his/her supervisor for final approval of official time.

(d) The supervisor will complete Section D of the Employee's Request for Official Time Form and file it in his/her employee work folder. The employee will be provided a copy of the completed form only upon request.

b. UNION STEWARDS/OFFICIALS:

(1) Union stewards/officials must complete Section A of the Union Steward's Request for Official Time Form (Appendix 8) and provide it to their immediate supervisor to obtain permission to leave their work area to conduct authorized labor-management business.

(2) Prior to entering a work area other than their own, the Union representative will contact the supervisor to make arrangements for the visit. The employee, if in a duty status, will be granted a reasonable amount of time to meet with the steward/official. Neither management, or the Union

will require or coerce an employee or military member to meet, or not to meet, with a Union representative. Employees will not be subject to reprisal for meeting, or failure to meet, with Union representatives.

(3) Upon completion of the visit, the Union representative will advise the employee's immediate supervisor prior of his/her departure.

(4) Upon returning to his/her work area, the Union representative shall advise his/her supervisor.

Section 7. Release for Meetings. If a meeting is called or approved by management officials requiring the presence of a Union steward, the management official arranging the meeting will provide the Union President a written statement of the time and place prior to the meeting. Official time will be requested in accordance with the procedures listed in this article.

Section 8. Telephone Calls. If any one telephone call required to represent employees or during the course of processing a grievance is more than five (5) minutes in duration, procedures for use of official time listed in this article will apply.

Section 9. Approval/Disapproval. Official time will not be authorized if the designated Union representative or employee fails to comply with any of the release procedures. Such failure may result in the representative or employee's absence being charged, as appropriate, to annual leave, leave without pay (LWOP), or absence without leave (AWOL).

Section 10. Leave Policy. If the Union designates, elects, or appoints a representative as a delegate to any legitimate Union activity (excluding training covered by Section 3 of this Article) requiring absence from duty, the Employer normally **will** grant such employee annual leave or leave without pay unless there are compelling reasons for denial. The Union will notify the Labor Relations Officer, in writing, at least ten (10) workdays prior to the time the absence is to commence.

Section 11. The Union President. Each day the President of the Local is in a duty status, he/she shall be granted eight (8) hours official time per day to represent Unit employees.

Section 12. The Secretary/Treasurer. Upon approval by the supervisor, the secretary/treasurer may be granted up to four (4) hours per pay period of official time to perform associated duties.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 1. Purpose and Applicability. This grievance procedure constitutes the sole and exclusive procedure available to the Employer, the Union, and the employees of the Unit for resolving all grievances not excluded by Sections 3 and 4 of this Article.

Section 2. Definition of Grievance. A grievance means any complaint:

- a. By any Unit employee concerning any matter relating to the employment of the employee.
- b. By the Union concerning any matter relating to the employment of any Unit employee;
or
- c. By any Unit employee, the Union, or the Employer concerning;
 - (1) The effect, interpretation, or a claim of breach of this Agreement and any supplements thereto, or
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 3. Exception to the Negotiated Grievance Procedure. This grievance procedure shall not apply with respect to any grievance concerning any of the following:

- a. An alleged violation relating to prohibited political activities.
- b. Retirement, life insurance or health insurance.

- c. A suspension or removal for national security reasons under Section 7532 of the CSRA.
- d. An examination, certification or appointment.
- e. The classification of any position, unless it results in a downgrade or loss of pay.
- f. Any matters excluded from mandatory negotiations.
- g. Any matters involving a position excluded from the Unit.
- h. Any decision on an award or suggestions.
- i. The content of published Air Force instructions and policy.
- j. Nonselection for promotion from among properly ranked and certified candidates for promotion.
- k. Decisions not to promote an employee occupying a position of known promotion potential.
- l. A proposed notice of an action which, if effected, would be covered under this NGP or a statutory appeal procedure.
- m. Placement of an employee on a Performance Improvement Plan.
- n. Revocation of eligibility for a security clearance and/or access to sensitive materials.
- o. An action which terminates a temporary promotion and returns the employee to the position from which the employee was temporarily promoted, or reassigns or demotes the employee to a different position that is not at a lower grade or pay than the position from which the employee was temporarily promoted.
- p. The substance of the critical and non-critical performance elements and performance standards.
- q. Termination of a temporary, time-limited employee.
- r. Termination of a probationary or trial employee.
- s. Any matter grieved by the Union or by an employee in the Unit, when the remedy sought is beyond the authority of the Employer to grant, or those portions of the remedy sought which do not directly benefit the grievant and/or include a request for disciplinary or other action affecting another employee.
- t. Any matter which has been raised as a part of an appeal or an Unfair Labor Practice under a statutory procedure prior to being submitted as a grievance under this article.
- u. Procedures for filling supervisory positions or any other position excluded from the definition of the recognized bargaining unit for any reason.
- v. A return of an employee from an initial appointment as a supervisor or manager to a nonsupervisory or nonmanagerial position for failure to satisfactorily complete the probationary period.
- w. Any complaint based in whole or in part on discrimination on the basis of race, color, religion sex,

ethnic origin, handicapping condition or age or any complaint alleging reprisal based on previous Equal Employment Opportunity Activity.

Section 4. Optional Use of Statutory Appeal Procedures:

a. An aggrieved employee affected by a prohibited personnel practice under Section 2302(b)(1) of the CSRA which also falls under the coverage of the NGP may raise the matter under a statutory procedure or the NGP, but not both.

b. Matters covered under Sections 4303 and 7512 of the CSRA which also fall within the coverage of the NGP may be appealed in accordance with Section 7701 of the CSRA or under the NGP, but not both.

c. Under 5 USC 7116d, matters which can properly be raised under an appeals procedure may not be raised as unfair labor practices. If an aggrieved party has an option of using the negotiated grievance procedure or an appeals procedure, matters which may, in the discretion of the aggrieved party, be raised under the grievance procedure or as an unfair labor practice under 5 USC 7118, but not under both procedures.

d. An aggrieved employee shall be deemed to have exercised his/her option under Sections 4a through 4c, above, to raise the matter under either a statutory procedure or the negotiated procedure at such time as the party timely initiates an action under the applicable statutory procedure or timely files a grievance, in writing, in accordance with the provisions of the negotiated procedure, whichever event occurs first.

Section 5. Grievability/Arbitrability. If either Party considers a grievance to be nongrievable and or nonarbitrable, the original grievance will be considered amended to include this threshold issue. All threshold disputes of grievability and/or arbitrability of a grievance shall be decided by an arbitrator in accordance with the provisions of this Agreement or arbitration before any of the issues of the grievance on its merits may be considered.

Section 6. Union Representation.

a. Union Representation. An aggrieved employee of the Unit has the right to have a Union representative to advise and assist in preparing and presenting a grievance under the **NGP**.

b. Self-Representation. An aggrieved employee also has the right to prepare and present a grievance under the procedures set forth in Section 11 of this Article without the intervention of the Union. The employee may not, however, be accompanied by a non-Union representative and any adjustment of the grievance must be consistent with the terms of this Agreement. The Labor Relations Officer will inform the Union of all such adjustments.

c. Union Observer. The Union shall be given the opportunity to have one observer present at any discussion of the grievance between the Employer and the self-representing employee which is convened to process the grievance. The Union President, or designee, will be notified of the impending grievance meeting. If the Union desires to have an observer, the use of official time procedures set forth in Article 8 must be followed.

Section 7. Termination of Grievance. A self-representing employee who wishes to terminate a grievance must notify the supervisor and the Labor Relations Officer in writing. Either party may terminate a grievance by notifying the other party, in writing that the grievance is

terminated. The aggrieved employee may terminate a grievance at any time by notifying the Union and the Labor Relations Officer of the intention to terminate the grievance in writing. A grievance is automatically terminated at the time the aggrieved party is reassigned to a position outside of the recognized bargaining unit or separates from Air Force employment unless the grievance concerns a matter appealable under 5 USC 4303 or 7512.

Section 8. Witnesses. All employees have an obligation to cooperate with any Air Force directed inquiry or investigations. Neither the Employer nor the Union may compel or coerce an employee or military member to make any statement concerning any grievance filed by an aggrieved party. Employees called as a witness during arbitration hearings, who are on duty will be released on official time to appear.

Section 9. Time Limits. Failure by the grieving parties to observe the time limits of Sections 11 and 13 of this Article at any Step of the grievance procedure shall render the grievance void for further processing, including arbitration. Time limits, however, may be extended when circumstances beyond the control of either Party prevent compliance with the time limits or by mutual agreement of the parties to the grievance. A request for an extension must be submitted in writing to the other Party prior to expiration of the time limit specified in Sections 11 and 13. The request must specify the additional time desired and the specific reasons/justification for the requested extension.

Section 10. Waiver of a Step in Grievance Procedure. Any Step in the grievance procedure may be waived only by mutual agreement of the parties. All requests must be submitted in writing, and must specify the Step(s) to be waived and the proposed Step at which the grievance is to be presented and the specific reason/justification for the request. Request for a waiver must be received by the responding Party prior to the expiration of the time limits of the Step to be waived. Presentation of a grievance at any Step to any management official other than the official designated to receive that Step of the grievance will not be an excuse for avoiding time limits. All time limits must be observed as cited above.

Section 11. Procedures for Employee Grievance Presented to the Employer. The aggrieved employee, and/or Union appointed representative, presents the grievance, in writing, to the first level supervisor, or the lowest level supervisor who has the authority to render a decision on the matter being grieved. Procedures for use of official time set forth in Article 8 must be followed. Employees will be granted a reasonable amount of time for preparation of a grievance.

Step 1. Except for those matters covered in Section 4 of this Article, grievances must be initiated by the aggrieved employee at Step 1 within twenty (20) workdays after the date of a grievable occurrence or date when the employee became aware of the occurrence giving rise to the grievance. The aggrieved employee, and/or the employee's appointed Union representative presents the grievance in writing, to the first-level supervisor. As a minimum, the written grievance must contain the following information:

- a. The date of the grievance, the name, title, grade, work telephone number, and signature of the aggrieved employee;
- b. The specific time, date, and place of the incident causing the grievance, and a detailed description of the facts and circumstances of the events that caused the grievance;
- c. The names of all known witnesses to the incident causing the grievance;
- d. If relevant, the Article and Section of the Agreement, the rule, the regulation; the law or any other written documentation upon which the grievance is based;

e. The remedy sought to correct the grievance, (such remedy must be personal to the aggrieved employee);

f. The address to which all correspondence relating to the grievance should be sent, and the name of the aggrieved employee's representative or a statement that the employee is self-representing; and

g. If desired, a request to discuss the written grievance with management prior to rendering a grievance decision.

A written grievance that does not contain the information required by this Step will be returned to the aggrieved employee with explicit instructions as to what information is missing. The aggrieved employee will have five (5) workdays after receipt of the returned grievance to provide the missing information or a reasonable explanation as to why the requested information cannot be provided. If the grievance is not rendered within the established time limits, it will be voided for further processing unless it still meets the time limit set forth in this section.

The supervisor will, if requested by the employee or his/her designated representative, arrange for a meeting during which the employee and his/her designated representative may present their views concerning the matters raised in the grievance. A written decision or interim reply will be rendered within five (5) workdays after the meeting concerning the grievance. The unavailability of the employee's designated Union representative or Union observer will not delay a scheduled meeting. If no meeting is held, a written decision shall be rendered within five (5) workdays after receipt of the Step 1 grievance. The written decision will advise the employee of the name and mailing address of the Step 2 deciding official. By mutual agreement time limits may be extended by either party.

Step 2. If the aggrieved employee is not satisfied with the Step 1 decision, the employee may advance the grievance to Step 2. The grievance and Step 1 decision with any additional relevant material must be forwarded to the designated management official within five (5) work days after receipt of the written Step 1 decision. The step 2 grievance may not raise any issue or request any remedy which was not addressed at Step 1. Issues or matters which were not presented in the Step 1 grievance will be rejected without further consideration. A written decision shall be rendered within ten (10) workdays after receipt of the Step 2 grievance. By mutual agreement time limits may be extended by either party.

Step 3. If the aggrieved employee is not satisfied with the Step 2 decision, the employee may advance the grievance to Step 3. The grievance, the Step 2 decision and any other relevant documentation must be received by the 11 WG/DP within five (5) workdays after receipt of the Step 2 decision. A written decision shall be rendered within twenty (20) work- days after receipt of the Step 3 grievance. If an interim reply is given, a final decision will be rendered within seven (7) workdays from the date of the reply, unless a later date is mutually agreed to by the parties. If the aggrieved employee is not satisfied with this decision, the Union may take the matter directly to arbitration by presenting a written request to the Labor Relations Officer within five (5) workdays after the employee's receipt of the Step 3 grievance decision. Arbitration will be effected in accordance with the provisions of Article 10.

Section 12. Actions Covered by Sections 4303 or 7512 of the CSRA. A written grievance concerning actions covered by Sections 4303 or 7512 of the CSRA shall be initiated at Step 3 of the grievance procedure. Such grievance must be received by 11 WG/DP within fifteen (15) workdays after the effective date of the adverse action. The written grievance shall contain the following information:

a. The date of the grievance and the name, title, grade, work and home telephone numbers, and signature of the aggrieved employee;

b. If relevant, the Article and Section of this Agreement, the rule, the regulation and paragraph, the law, or any other written document upon which the grievance is based;

c. The address to which all correspondence relating to the grievance should be sent. and the name of the aggrieved employee's representative or a statement that the employee is self-representing; and

d. A statement that the employee is aware of the options set forth in Section 4 of this Article.

A written decision shall be rendered within twenty (20) workdays after receipt of the Step 3 grievance. If applicable, the decision will inform the employee of his/her appeal rights, where and how to file such an appeal, and the time limits for filing. Any issues or allegations concerning any matter excluded from coverage of the NGP as defined in Section 2 of this Article will be rejected without further consideration. If the aggrieved employee is not satisfied with this decision, the Union may take the matter directly to arbitration by presenting a written request to the Labor Relations Officer within ten (10) calendar days after the employee's receipt of the Step 3 grievance decision. Arbitration **will** be effected in accordance with the provisions of Article 10.

Section 13. Procedures for Union or Employer Grievances. The complaining party must present the grievance, in writing, to the other Party within five (5) calendar days after the date of a grievable occurrence or date when the complaining Party became aware of the occurrence giving rise to the grievance. Any matter raised as a Union grievance may not be appealed to the FLRA under the procedures defined by 5 U.S.C. 7118 or grieved by an employee under Section 11 of this Article. Union grievances shall be addressed to 11 WG/DP, and Employer grievances shall be addressed to the Union President. Within twenty (20) calendar days after receipt of the grievance, designated representatives of the Parties shall meet to attempt to resolve the grievance. A written decision on the grievance will be rendered within twenty (20) calendar days after the conclusion of the meeting. If no meeting is held, a written decision will be rendered twenty (20) calendar days after receipt of the grievance. If the grieving Party is not satisfied with the decision, the matter may be submitted directly to arbitration by presenting a written request for arbitration to the other Party within ten (10) calendar days after the written decision was presented or due to be presented. Arbitration will be effected by the Parties in accordance with the provisions of Article 10.

14. Alternate Dispute Resolution (ADR). Management and Union officials agree to use appropriate ADR approaches whenever possible in resolving grievances.

ARTICLE 10

ARBITRATION

Section 1. Arbitration may be requested only by the Union or the Employer in accordance with the provisions of Article 9. Within fifteen (15) calendar days after either Party has requested arbitration, the parties will meet to select an arbitrator. If agreement cannot be reached, the parties will, within five (5) workdays thereafter, submit a joint written request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) impartial persons qualified to act as arbitrators. Within fourteen (14) calendar days after receipt of the listing from the FMCS, the parties shall make arrangements to select the arbitrator, the Employer and the Union will each alternately strike one arbitrator's name from the list and then repeat this procedure until a single name remains. The remaining name shall be the selected arbitrator. The Party requesting arbitration will strike the first name from the list. If the responding Party fails to participate in the selection of an arbitrator, the Party requesting arbitration may request the FMCS to directly designate an arbitrator to hear the case.

Section 2. The arbitrator's fee and expenses, and any other costs for services required in connection with the arbitration proceedings shall be shared equally by the Employer and the Union. Any expenses arising in connection with the cancellation of an arbitration hearing shall be borne entirely by the Party that canceled the arbitration. Furthermore, should either Party delay the arbitration hearing more than fourteen (14) calendar days beyond the arbitrator's earliest date of availability, the delaying Party shall pay for all expenses associated with the delay. Hearings will be held in the Employer's facilities when appropriate

facilities are available. In the event hearings are held in facilities for which there is a charge, the cost shall be borne equally by the parties. The Party requesting a transcript of an arbitration hearing will bear all costs of the transcript. If a transcript is jointly requested, all costs will be shared equally. If a transcript is obtained and paid for by one Party and the other Party subsequently requests a copy, the requesting party agrees to provide payment of one-half of all costs associated with the purchase prior to receiving the requested copy.

Section 3. Each Party will exchange their list of witnesses at least ten (10) workdays before the scheduled arbitration with a summary of anticipated testimony and any documents, which will be entered in the record or submitted to the arbitrator for consideration. Copies of all correspondence submitted to the arbitrator by either Party will be provided to the other Party simultaneously. Summaries of telephone calls to the arbitrator will be provided to the other Party within one (1) calendar day.

Section 4. The arbitrator's authority is strictly limited to deciding the issue raised in the initial written grievance submitted in accordance with the provisions of Article 9 of this Agreement and/or any threshold issue of grievability/arbitrability. If the parties fail to agree to a joint stipulation of the issues for arbitration, each Party shall make a separate submission at the hearing, and the arbitrator shall determine the issues to be heard. The arbitrator shall not have the authority to change, modify, amend, delete, add to, or otherwise alter the provisions of this Agreement. Each Party retains the right to file a pre-hearing and a post-hearing brief which must be considered by the arbitrator. The arbitrator's decision and award may not violate the provisions of law and/or governing regulations. The arbitrator shall be bound by decisions of the Merit Systems Protection Board (MSPB).

ARTICLE 11

DISCIPLINARY ACTIONS

Section 1. Employee Rights and Procedures. When a situation develops which may require disciplinary action, the Employer may informally investigate the incident. This may include interviewing the employee(s) involved and/or others having information. At any time an employee has a reasonable basis to believe that an examination in connection with an investigation may lead to disciplinary action against him/her, he/she may request Union representation. No further discussion will take place until the Union representative is provided the opportunity to be present. However, the unavailability of an Union representative will not cause the interview to be delayed for more than 24 hours. An employee is not entitled to Union representation in any interview conducted by the Air Force Office of Special Investigation (AFOSI) or the Office of the Inspection General (IG). Information obtained by the AFOSI or the IG will not be released unless properly requested under Freedom of Information Act or Privacy Act procedures. A copy of the disciplinary/adverse action case file will be provided to the employee, or to the designated union representative, upon written request.

Section 2. Disciplinary/Adverse Actions. Disciplinary/adverse actions may consist of oral admonishments, reprimands, suspensions, removals and, in some cases, reductions in grade or pay. Except for oral admonishments and reprimands, these disciplinary actions are also adverse actions. The Employer will consider the circumstances leading to each offense prior to proposing disciplinary action. All written decisions regarding disciplinary actions will contain sufficient details to describe what the employee did wrong.

a. Cause of Action. A recognizable offense against the employee-employer relationship such as a violation of rule, regulation or procedure, employment related off-duty misconduct, failure to fulfill an employment-related agreement, or a mandatory requirement to take an action personal to an employee. It is disciplinary if it results from delinquency or misconduct by the employee.

b. Oral Admonishment. A disciplinary discussion between a management official who has authority to take disciplinary action and an employee subject to that authority in which the employee is informed that he or she has been disciplined by receipt of an oral admonishment. It is a disciplinary action which is not an adverse action. To be most effective, an admonishment should be conducted promptly, in private, and in an informal manner without causing embarrassment to the employee. The employee must be permitted to explain his/her actions. The record of oral admonishment may be maintained for not more than two years in the supervisor's employee's work folder.

c. Letters of Reprimand. A formal disciplinary letter issued to an employee by a management official who has authority to discipline the employee. It is a disciplinary action which is not an adverse action.

d. Suspension. An action placing an employee, for disciplinary reasons, in a temporary status without duties and pay. A suspension is a disciplinary action and an adverse action.

Removal. An involuntary separation of an employee from Air Force employment. Removal terminates the employee's status as an Air Force employee and, in some cases, may bar the individual from future Federal employment. The term removal is sometimes used in a general sense to refer to any separation action, disciplinary or nondisciplinary, covered by 5 CFR 752.

Section 3. Response Periods. Unless management determines the employee to be a risk to himself/herself or to others, normally a period of one (1) calendar day will be provided to respond to a proposal to orally admonish, three (3) calendar days to respond to a proposal to reprimand, and ten (10) calendar days to respond to a proposal to suspend, demote or remove. Response periods for probationary and trial employees will be established in accordance with Air Force Instructions.

Section 4. Appeal and Grievance Rights. Employees will be advised, in writing, of any applicable appeal and grievance rights and procedures. The telephone number and/or building number of the Union office will be included in decision letters.

ARTICLE 12

HOURS OF WORK AND TOURS OF DUTY

Section 1. Administrative Workweek. The administrative workweek begins at 0001 Sunday and ends at 2400 on the following Saturday. The calendar day on which a shift begins is considered the day of duty for that day even though the work schedule extends into the next calendar day or into the following administrative workweek.

Section 2. Basic Workweek. The basic workweek consists of the days and hours of an administrative workweek which make up a full time employee's regularly scheduled 40-hour workweek. The hours of work and the basic workweek shall be at the sole discretion of the Employer.

Section 3. Tours of Duty. Normally, the regular tour of duty for Unit employees is five 8-hour days, Monday through Friday. Employees assigned to an uncommon tour of duty will normally have two consecutive days off. When the Employer knows in advance of an administrative workweek that the specific days and/or hours of a day actually required of an employee in that administrative workweek will differ from those required in the current administrative workweek, the employee's regularly scheduled tour of duty shall be rescheduled to correspond with those specific days and/or hours, and the employee will be notified as soon as practicable. Should anticipated changes in an employee's permanent shift schedule be required, management will notify the affected employee as soon as practicable after becoming aware of the requirement.

Section 4. Posting Rotational Schedules. Employees involved in rotational shifts/tours of duty shall normally have their schedule posted in their work area two (2) weeks in advance. The Union President, upon written request to the Labor Relations Officer, will normally be informed within one

workday of the reason(s) for any deviation to the two-week notification.

Section 5. Alternate Work Schedules (AWS). The Employer may elect to offer employees the option of AWS or compressed work schedule in accordance with Office of Personnel Management and Air Force Instructions or policies. Employees will not be coerced into participating in an approved AWS. Supervisors will be responsible for day-to-day scheduling to ensure adequate personnel are available to meet mission requirements.

Section 6. Telecommunication. The Employer may elect to implement telecommuting or flexiplace under limited conditions. Normally, telecommuting will only be considered when:

- (1) Physical condition exists which precludes an employee from attendance at the regular job site but does not prevent performance of some or all job responsibilities at home, or at an alternate worksite.
- (2) When a particular work assignment is identified that can be performed at home, or at an alternate worksite without an impact on the quality of service or product.

Implementation will be in compliance with Office of Personnel Management and Air Force instructions and policies.

Section 7. Rest Periods. Short rest periods may be granted during the daily tour of duty, not to exceed 15 minutes in each four (4) hours of continuous work, may be granted when one or more of the following conditions apply, or when one or more of the listed purposes are met:

- a. Protecting employees' health by relief from hazardous work or work which requires continual or considerable physical exertion;
- b. Reduction of accident rate by removal of the fatigue potential;
- c. Working in confined spaces or in areas where normal personal activities are restricted,
or
- d. Possible increase in, or maintenance of, high quality or quantity production attributable to rest periods.

Rest periods may not, under any circumstances, be granted immediately prior to or as a continuation of the lunch period, and they may not be granted immediately after the beginning of the workday or immediately prior to quitting time, nor shall they be cumulative.

Section 8. Lunch Periods. Generally, lunch periods shall be scheduled to begin no earlier than three (3) hours after the start of the duty period, and end no later than three (3) hours prior to the end of the duty period. Where workload permits, the employee shall be given a reasonable degree of latitude of choice within this time period. The length of the lunch period shall be determined by the hours of the basic workday, which make up the employee's regularly scheduled 40-hour workweek. For example, an 8 1/2-hour workday permits 30 minutes for lunch. Lunch periods will not be granted immediately after the beginning of the workday or immediately prior to quitting time, nor may employees accumulate compensatory time to be used at a later date by eliminating their scheduled lunch breaks.

Section 9. Assignment of Beepers. When determining which employees will be required to wear "beepers;" management will first consider qualified employee volunteers. In the event sufficient qualified volunteers are not available, assignment of beepers **will** be made on a generally equitable, rotational basis among qualified employees. Management will give due consideration to an employee's personal circumstances, subject to the demands of the mission requirements.

a. Standby Duty. An employee will be considered on duty and time spent on standby duty shall be considered hours of work and the employee will be compensated 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 hers own purposes.

(2) The employer, although not restricted to the agency's premises:

(a) Is restricted to his or her living quarters or designated duty location.

(b) Has his or her activities substantially limited; and

(c) Is required to remain in a state of readiness to perform work.

b. Off Duty. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work and will not be compensated if;

(1) The employee is allowed to leave a telephone number or to carry a "beeper" 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.

ARTICLE 13

ANNUAL LEAVE

Section 1. Leave Policy. Employees earn leave as prescribed by applicable laws and regulations. Employees shall be allowed, consistent with mission requirements to use approved annual leave according to their personal desires. Leave must be approved by the employee's supervisor or a supervisor in his/her chain of command. Failure to contact an appropriate supervisor and receive approval of leave may result in the employee's absence being charged to Absence Without Leave {AWOL}.

Section 2. Projecting Annual Leave. Employees should submit a projected annual leave schedule to their supervisors by 1 February of each year. Normally, unless a conflict exists between the employee's request, or with mission requirements, employees will be granted leave as requested. After receipt of employee's projected schedule, supervisors will establish tentative leave schedules by the end of February of each year. Establishment of the schedule documenting employees' projected leave will signify tentative approval, subject to mission requirements, until 30 August of the leave year when leave schedules will be verified. The reverified schedule **will** signify tentative approval, subject to resolution of any employee's conflict and mission requirements for the remainder of the leave year. Employees who do not provide a projected schedule to their supervisor by 1 February will have last consideration for selected leave dates among employees in their work areas.

Section 3. Individual Leave Requests. Employees will request projected annual leave and previously unscheduled annual leave by submitting a completed Standard Form 71, Application for Leave, or other approved written document to their immediate supervisor three (3) working days in advance of the requested first day of leave. Supervisors will notify employees of approval or disapproval within a reasonable amount of time, normally three (3) working days.

Section 4. Requesting Unscheduled Leave. When requesting unscheduled annual leave, employees must provide a reason for their request to their supervisor. Employees must personally notify their

supervisor, or someone in their supervisory chain of command, of their need to take leave as soon as possible no later than the first hour after the start of their regularly scheduled duty day. If an emergency arises during the employee's duty day, the employee must request leave and obtain approval from their supervisor, or a supervisor in their chain of command, before leaving the work site. Employees who fail to personally call in to request leave from an appropriate supervisor or fail to notify an appropriate supervisor prior to leaving the work site will be charged Absent Without Leave (AWOL). Documentation regarding the need for unscheduled annual leave must be provided to the supervisor upon the employee's return to work.

Section 5. Tardiness. Employees who are late reporting for duty may request leave to cover their tardiness or may be charged AWOL by their supervisor. Leave may be requested or charged in fifteen (15) minute increments. Employees are not required to work during any time for which leave or AWOL is being charged. Supervisors may exercise their discretion to excuse an employee's infrequent or unavoidable tardiness of 59 minutes or less.

Section 6. Religious Observances. Insofar as practicable, employees shall be granted time off to observe religious holidays of their faith. The employee will request that such time off be charged to annual leave, leave without pay, or any accrued compensatory time. If circumstances permit, work schedules may be rearranged to provide substituted work time.

Section 7. Separation/Retirement. Upon separation, the payroll office will arrange a lump-sum payment to the employee, if eligible, for any unused annual leave. Unused annual leave will be compensated as provided in applicable laws. Any valid debts to the agency will be deducted from the lump-sum payment.

Section 8. Cancellation/Denial of Leave. Normally, cancellation of approved leave or denial of a leave request needs to be based on the necessity for the employee's services. Leave must not be canceled or denied for arbitrary or capricious reasons and must not be used as a punitive measure. If the leave must be canceled or disapproved, the supervisor will advise the employee, in writing, of the reasons and will meet with the employee upon request to schedule alternative dates.

ARTICLE 14

SICK LEAVE

Section 1. Employees earn and use sick leave in accordance with applicable laws and regulations. Employees will not be penalized for their legitimate use of sick leave. The Employer and the Union recognize the value of sick leave and the importance to each employee in conserving it to the maximum extent possible as a means of ensuring continuity of income during periods of illness and incapacitation for duty. Sick leave is not intended to supplement annual leave. The parties agree to emphasize to employees in the unit the importance of conserving their sick leave. The Employer shall make employees aware of the appropriate uses of sick leave through periodic publications and bulletin board articles.

Section 2. If employees are ill and cannot report to work, or wish to request unscheduled sick leave to care for a family member, bereavement, or adoption purposes, they must call and request sick leave from their supervisor or a supervisor in their chain of command within the first two (2) hours after the start of their regularly scheduled duty day. Unless prevented by a medical condition, employees must personally call in and request leave from their supervisor or a supervisor in the chain of command on each day they are absent. If employees become ill at work, they must request leave prior to departing the worksite. Employees who fail to personally call in and request sick leave from an appropriate supervisor on each and every day they are ill, or fail to request and obtain approval for leave from an appropriate supervisor prior to leaving the worksite may be charged Absence Without Leave (AWOL). Employees who present a physician's statement covering an extended absence from the worksite due to illness or injury may be excused from daily reporting requirements by their supervisor.

Section 3. For medical, dental, or optical appointments, employees must request leave as far in advance as possible, usually no later than 72 hours before the scheduled appointment. Employees who fail to notify their supervisor in advance may be denied approval for leave.

Section 4. Employees must provide medical documentation from an attending physician for absences of more than three (3) consecutive days. If an employee fails to provide acceptable medical documentation, Absence Without Leave (AWOL) will be charged.

Section 5. If there is reason to believe that an employee has abused sick leave, the supervisor can require the employee to provide medical documentation signed by a physician for each and every day of absence on sick leave. In such cases, the employee will be counseled and notified in advance in writing of this requirement.

ARTICLE 15

COURT LEAVE AND EXCUSED ABSENCE

Section 1. **Definition of Court Leave.** Court leave is absence from duty without loss of pay or charge to annual leave to perform jury duty in a federal, state, or municipal court or to serve as a witness for the United States, the District of Columbia, or state or local government. All permanent or temporary unit employees with a regular tour of duty are eligible for court leave.

Section 2. **Granting of Court Leave.** Court leave is granted for absence during an employee's regularly scheduled tour of duty and regularly scheduled overtime. It can be granted only for those days and hours the employee would otherwise be in a pay status. An employee cannot be granted court leave for jury or witness duty performed within a period of nonpay status. Employees assigned to night shifts are granted court leave comparable with employees assigned to regular day shift work. Since jury duty generally requires an employee's presence in court during daytime hours, an employee who is scheduled to work at night is granted court leave for the time spent in court for the day which the night shift begins or ends. If the employee works during part of the regularly scheduled night shift only that part of the regularly scheduled shift during which the employee is absent is charged to court leave. If the employee works his/her regular night shift, no court leave is charged.

Section 3. **Return to Duty Upon Release by Court.** An employee properly summoned by a state or federal court to serve on a jury is under the jurisdiction and control of the court for the term of the jury service. However, an employee is expected to return to duty during periods when he/she is excused from jury duty unless this would be impractical. An employee excused or discharged by the court either for an indefinite period subject to call for a definite period of excess of one (1) day or a substantial portion of one (1) day, is not entitled to court leave for the excused time, but must report for duty. As a general rule, if there are four (4) or more hours remaining in the employee's workday, exclusive of reasonable travel time, the employee should report for duty. The employee may request leave for the remainder of their tour of duty. If the employee fails to report for duty as directed, annual leave, LWOP, or AWOL is charged for excess time involved.

Section 4. **Witness and Jury Fees.** An employee is entitled to receive and retain expenses paid for services rendered and reimbursement for travel expenses. When a state or local court characterizes jury and witness fees as expenses there is no requirement for the employee to turn in such fees to the agency. Moneys paid as fees must be turned in to the local Payroll Customer Service Representative (CSR) Office. The employee will be provided a receipt for any moneys turned in to the payroll CSR.

Section 5. **Blood Donations.** With the supervisor's approval, an employee may be excused without charge to leave for the time necessary to donate blood, for the recuperation following the donation, and for necessary travel to and from the donation site. The maximum time allowed without charge to leave is four (4) hours.

Section 6. **Voting.** With supervisor's approval, an employee may be given time off to register or vote in national, state, and local municipal elections without charge to leave. Normally, where the polls are open either three (3) hours before or three (3) hours after the employee's regular duty hours, no time off is granted. Employees on flexible work schedules can be excused only for those hours which cannot be accommodated by their flextime schedule.

ARTICLE 16

FAMILY AND MEDICAL LEAVE

Section 1. Policy. Under current provisions of the Family and Medical Leave Act (FMLA), employees who have accumulated up to twelve (12) months of service and meet certain other criteria of the law, are entitled up to twelve (12) weeks of Leave Without Pay (LWOP) during any twelve month period for certain family and medical needs. The Employer will administer the FMLA in accordance with all regulatory requirements.

Section 2. Covered Conditions. Upon written request of the employee, acceptable notification, and submission of adequate medical documentation, FMLA will normally be granted for the following reasons:

- a. The birth of a son or daughter of the employee and the care of such son or daughter;
- b. The placement of a son or daughter with the employee for adoption or foster care;
- c. The care of a spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition; or
- d. A serious health condition of the employee that makes the employee unable to perform any one or more essential functions of his or her positions.

Section 3. Substitution of Paid Leave. Employees may elect to substitute paid leave (annual or sick leave) for any or all of the period of leave covered under the FMLA.

Section 4. Job Benefits and Protection. Upon return from FMLA leave, employees must be returned to their same position or an equivalent position with equivalent pay, benefits, status, and other terms and conditions of employment. The use of FMLA leave cannot result in the loss of any employment benefit which accrued prior to the start of an employee's leave.

Section 5. Health Benefits. An employee enrolled in a health benefits plan, who is placed in a leave without pay (LWOP) status may continue his or her health benefits enrollment while in the LWOP status, but must arrange through the appropriate channels to pay the contributions into the Employees Health Benefits Fund. The Employer will continue to pay their portion of health and life insurance, if applicable, according to legal and regulatory requirements.

ARTICLE 17

ADVERSE WEATHER/WORKING CONDITIONS

Section 1. Interior Temperature Extremes. Temporary disruption of air cooling or heating systems should be rare. In those instances where a disruption occurs, employees are expected to work if conditions of the workplace are reasonably adequate. Individual employees affected by unusual levels of temperature (either hot or cold) may be granted annual or sick leave to the extent that they are incapacitated for duty or to the extent that continuation on duty would adversely affect their health.

Section 2. Exterior Weather Conditions. When the Agency is advised to close due to weather conditions, emergency employees will, in most instances, still be required to work or remain at the work site beyond their regularly scheduled hours. Employees will receive compensatory time or be paid overtime pay if they are directed to remain at their duty location and work beyond their duty hours. At the Employer's discretion, transportation assistance may be provided to emergency employees.

Section 3. Emergency Employees. Emergency employees will be identified by a remark in their Position Description or by specific letter. The names of employees identified as "emergency" will be posted on bulletin boards in employees' work areas. Employees designated as "emergency" are those who are required to perform duties for reason of health, safety, and national security. Emergency employees are not authorized early dismissal, administrative leave, or excused absence when an emergency or severe weather condition exists and they are expected to report to work on time.

Section 4. Personal Hardships. Employees adversely affected by emergency situations (schools open late or are closed) will notify their supervisors of their personal hardship as soon as possible at the beginning of their duty day. Supervisors should be as flexible and understanding as possible in approving unscheduled leave for these situations.

ARTICLE 18

OVERTIME

Section 1. Notification. Employees required to work on an unscheduled day (either a holiday or a day off) will be advised of the requirement as soon as practicable after management becomes aware of the requirement. Requests to be relieved of an overtime requirement must be submitted in writing and must provide specific information as to why the employee wants to be relieved from working. The Employer will respond to the request in writing as soon as practicable.

Section 2. Rotational System. A rotational system will be established (where feasible) so every available qualified employee in the Unit within the immediate work area will be given an opportunity to participate in overtime work assignments on an equitable basis. Records of overtime worked and refused will be maintained in the organizational unit to assure that each employee receives substantially the same consideration. Employees who are working an assignment may be required to work overtime to complete the assignment without referring to the rotational roster. If an employee declines an overtime assignment the next employee on the roster will be given an opportunity to work overtime. An employee must be given an opportunity to accept or decline overtime each time his/her name comes up on the roster.

Section 3. Call-Back Overtime. An employee called into work outside of, and unconnected with his/her basic workday, shall be compensated for a minimum of two (2) hours.

Section 4. Compensatory Time Entitlement. Wage Grade (WG) and General Schedule (GS) employees who are subject to the Fair Labor Standards Act (FLSA) may request compensatory time off in lieu of overtime pay. However, those employees subject to the FLSA may not be intimidated, coerced, or threatened to request compensatory time off in lieu of overtime. GS employees whose rate of basic pay is equivalent to or less than the maximum of the GS-10 will not be asked to take compensatory time off in lieu of overtime payment. GS employees whose rate of basic pay exceeds the maximum of the GS-10 shall be granted compensatory time off or paid in accordance with applicable laws and regulations.

Section 5. Compensatory Time Off. Compensatory time off will be scheduled, granted, and taken within a reasonable period after the performance of overtime work, ordinarily during the same pay period. Where a particular situation precludes the use of compensatory time off during the same pay period, the time period may be extended. If compensatory time cannot be taken within 26 pay periods, the employee will subsequently be paid at the overtime rate at which the compensatory time was earned.

Section 6. Rest Periods. Employees who work overtime shall be given 15-minute rest periods in accordance with Article 12, Section 6.

Section 7. Lunch Periods. Employees will not be compensated for duty free lunch periods provided while working overtime.

ARTICLE 19

TRAVEL

Section 1. Official Travel. Employees traveling on official business are expected to exercise the same reasonable and prudent care that a person would exercise if traveling on personal business. Unnecessary or unjustified delays, luxury accommodations, and circuitous routes in the performance of the mission are not acceptable practices and may result in denial of payment.

Section 2. Travel Arrangements. All temporary duty (TOY) arrangements shall be accomplished during normal duty hours. When it is within administrative control of management, employees will be notified of the TOY sufficiently in advance to make travel arrangements prior to departure. Employees shall make arrangements to file a voucher for accrued payments every thirty (30) days when going on extended TOY's (45 days or more) to allow them to make payment to their government charge card in a timely manner. Under no circumstances will employees be permitted to postpone payment of their government charge card bill beyond the thirty (30) days of their cycle cutoff date.

Section 3. Scheduling. To the maximum extent practicable, TOY travel will be scheduled within the employee's regularly scheduled tour of duty. When designated officials order and approve travel outside an employee's regularly scheduled duty tour, or work at the TOY station in addition to their scheduled tour of duty, time will be compensated as required by law and regulations..

Section 4. Transportation. Transportation may be authorized by government vehicle, ship, or aircraft, by privately owned conveyance and/or common carrier. The desire of the employee as to the mode of transportation to be used in performing official travel will be considered to the extent allowable by applicable regulations. To conserve funds employees are encouraged to utilize military aircraft if available. Government quarters will be utilized if available and in conformance with minimum standards of applicable regulatory guidance.

ARTICLE 20
SAFETY AND HEALTH

Section 1. Occupational Health and Safety Standards. The Employer will provide to the extent practicable, and the employees will maintain, a safe and healthy work environment, consistent with applicable laws and regulations.

Section 2. Union Representative. The Union, upon written request, may be represented on the HQ 11th Wing Safety Council. The name, address, and telephone number of the Union Representative will be provided to the HQ 11th Wing Safety Office.

Section 3. Maintaining a Safe Workplace (Training). Employees will receive training concerning proper work methods and proper use of protective equipment and protective clothing required by the Employer. Employees who fail to or improperly use, wear, or maintain safety equipment may be subject to disciplinary action.

Section 4. Injuries in the Workplace. Employees will report all occupational illnesses and injuries to their supervisor as soon as possible. The Employer may controvert (dispute) Continuation of Pay when investigation shows any violation of a safety rule. Employees will cooperate fully with any investigation conducted by a duly appointed official.

Section 5. Medical Reassignment Requests. An employee making a written request for reassignment for job-related illness, or injury, is entitled to consideration of the request. Employees will be required to provide to their supervisor information on their medical condition (diagnosis, prognosis, and work restrictions) and to authorize the release from their physician(s) of additional medical information necessary to determine feasibility of placement. The privacy of all medical information will be protected by the Employer and used on a "need to know" basis by management/personnel/medical officers.

After receiving and reviewing the medical documentation, the Employer will determine

whether to grant, support, or act further on the request. If no suitable position can be offered, the Employer will advise the employee of a point of contact for disability retirement information.

Section 6. Seat Belts. Employees will use seat belts while riding in or operating government- owned or privately owned vehicles on Bolling Air Force Base or while on official business. Failure to do so may result in disciplinary action.

Section 7. Unsafe Conditions (Imminent Danger). An employee who reasonably believes that an "imminent danger" exists in a given area or in the performance of an assigned task may refuse to enter the area or to perform the assigned task until such time as an inspection of the area can be made and management has determined that the job must be performed and/or that the danger has been practically eliminated. ("Imminent Danger" is defined as "any conditions or practices in any workplace which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through normal procedures.") When it is determined that the situation warrants an inspection by someone other than the supervisor, the Union President, or a designated representative will be notified and given reasonable time to respond and arrive. However, the inspection may proceed if the Union President, or a designated representative is not present at the time set.

Section 8. Health Facilities Information. The Employer will advise employees of available health facilities.

Section 9. Fitness. Employees are encouraged to undertake fitness programs during nonduty hours to maintain good health and reduce sick leave usage.

ARTICLE 21

EMPLOYEE RECORDS

Section 1. Official Personnel Folder (SF 66). Information of a derogatory nature should be disclosed to an employee unless prohibited by law and should not be placed in an OPF without prior knowledge of the employee. Upon written request, the employee will be provided a copy of any document maintained in his/her OPF.

Section 2. Supervisor's Employee Work Folder (EWFJ). Employees will make arrangements with their first level supervisors to review their EWF. The Employee's request to examine his/her EWF will be accommodated within a reasonable period of time, normally within three workdays. The Employee, or his/her designated representative, will be provided a copy of any document maintained in the EWF normally within twenty-four (24) hours, but no later than three (3) workdays from the date of the request.

ARTICLE 22

EMPLOYEE ASSISTANCE PROGRAMS

Section 1. Employee Assistance Programs. Employees who experience personal problems that may adversely affect job performance may request assistance through the Employer's Assistance Program. Supervisors may also refer employees to an assistance program if they believe that either conduct or performance deficiencies could be attributed to personal problems. Employees are required to report for a mandatory appointment made by their supervisor. Failure to report as directed for their appointment may result in disciplinary action. Normally, except for a one-time mandatory supervisory referral, participation in the Employer's program will be voluntary.

Section 2. Disclosure. The identity of an employee who voluntarily seeks assistance will not be disclosed except when authorized in writing, by the employee. Diagnosis, prognosis or treatment of any employee involved will not be disclosed except as authorized, in writing, by the employee. When authorized by the employee, only that information specifically released by him/her will be disclosed to the supervisor.

Section 3. Exceptions to Disclosure. The release of information to bona fide medical/psychiatric personnel in emergency cases as mandated by a court order are not covered by the confidentiality requirements in Section 2 of this Article.

ARTICLE 23

PERFORMANCE APPRAISALS

Section 1. General Provisions. Performance appraisals will be accomplished in accordance with the OPM guidance as supplemented by OAF and the servicing civilian personnel office.

Section 2. Performance Appraisals. Performance appraisals are used in a number of personnel actions as required by statute and Air Force policy. When appraisals are required to complete a personnel action, the most current rating required by Air Force Instruction in the employee's (Automated Personnel Data System) will be used. Ninety calendar days of observation of the employee's performance is considered the minimum amount of time normally required for a supervisor to make an objective 3nnual or initial appraisal.

Section 3. Performance Plans. Employees are encouraged to participate in the development of their performance plans, which include both performance elements and performance standards. Performance standards are qualitative and quantitative expressions of expected performance of various elements listed in the performance plan. Standards serve to clarify a mutual understanding of performance expectations between employees and their supervisors. Each employee should receive a performance plan normally within thirty (30) calendar days of entering into a new position. When substantive changes are made to the employee's performance plan, the changes will be annotated or a new performance plan will be developed and issued.

Section 4. Rating Process. Progress reviews will be conducted at a minimum semi-annually, and will be used to provide feedback about the employee's performance. Upon request, employees may discuss their performance with the supervisor anytime during the rating period. Employees are not entitled to Union representation during any performance discussions and the Union is not entitled to designate an observer.

Section 5. Unacceptable Performance. Employees whose performance is determined to be unacceptable will be given a reasonable opportunity to improve their performance. The supervisor will initiate an opportunity period to give the employee time to demonstrate acceptable performance. The opportunity period will normally be a minimum of thirty (30) calendar days and a maximum of ninety (90) calendar days. If the employee's performance improves to an acceptable level during the opportunity period and continues to be acceptable for one year from the beginning date of an opportunity period, all records of less than fully successful performance will be removed from the employee's records.

Section 6. Grievances. If an employee is dissatisfied after a rating of record is rendered, the employee and/or their Union representative may present a grievance as outlined in Article 9, Section 11.

ARTICLE 24

PROMOTION, REASSIGNMENT, AND DETAIL

Section 1. General Provisions. Merit promotion procedures will be established in accordance with OPM regulations as supplemented by OAF and the servicing civilian personnel office.

Section 2. Promotion Policy. It is the policy of the HQ 11th Wing to fill positions with the best-qualified candidates. Management has the right to select (or not select) candidates from any appropriate source which will provide employees to meet mission objectives.

Section 3. Exceptions. The following promotion actions are not subject to competition and/or are not included under this Article:

a. *Career-Promotions.* Employees may be noncompetitively promoted if, they were selected from an OPM register or under competitive promotion procedures for an assignment intended to prepare them for the position being filled. The intent must be made a matter of record and the career ladder position must be documented.

b. Classification of a position to a higher grade;

c. A career-ladder promotion following noncompetitive conversion of a cooperative education student according to the requirements of OPM publications,

d. A position change from a position having known promotion potential to a position that does not have higher potential;

e. Placement of employees entitled to grade retention and repromotion of previously downgraded employees;

- f. Promotion of an employee upon exercise of restoration rights;
- g. Temporary promotions of 120 calendar days or less;
- h. The filling of positions outside the Unit and/or the promotion or placement of non-Unit employees.

Section 4. Area of Consideration. The area of consideration is the organizational area in which employees compete for a promotional opportunity. Normally, the area of consideration will be within the local servicing Civilian Personnel area, or broad enough to obtain one or more qualified candidates.

Section 5. Identification, Evaluation, and Certification of Candidates for Promotion.

a. identification. Identification of employees eligible for promotion will be through the Promotions and Placements Referral Subsystem (PPRS). PPRS is an automated system which reviews the records of all employees serviced by the local Civilian Personnel Office to determine those who are basically qualified for promotion. The standards used in the PPRS screening process to establish basic eligibility for promotion are the minimum in-service placement qualifications prescribed by the OPM. All qualified and available Unit employees serviced by the local Civilian Personnel Office will normally be automatically considered for competitive promotion during the identification stage, except when a vacancy announcement is used and it specifically states that they must apply to be considered. The following employees are excluded during the identification process:

- (1) Employees who are in formal training programs at the sub-target level;
- (2) Employees who have indicated they are not available for the types of positions, locations, organizations, hours of duty, overtime, or other administrative requirements. Employees may revise or rescind their request by submitting another written request.
- (3) Employees who are on extended leave or leave without pay are not expected to return to duty;
- (4) Employees who are on approved leave, or leave without pay for six months or longer who are expected to return to duty; and are not able to report to duty, if selected, within thirty (30) calendar days of required reporting date.
- (5) Employees who are serving the first three months following their most recent competitive appointment;
- (6) Employees for whom the necessary qualifications and evaluation data are not yet available for coding. (Employees should be coded into the system within 45 workdays after receipt of all necessary data;)
- (7) Candidates with current or projected annual performance ratings of less than fully successful.

b. Evaluations. Candidates will be evaluated by the application of a Promotion Evaluation Pattern (PEP), which identifies the minimum qualifications required for the position and establishes valid ranking criteria to distinguish the best qualified employees from among those found qualified.

c. Certification. A Promotion certificate is the listing of names of the best-qualified candidates who are referred to the selecting official. The certificate will list the referred candidates in alphabetical order and will include, as applicable, eligible candidates who have requested lateral reassignment consideration. Any candidate certified may be selected (or nonselected) by the selecting official, subject to priority placement

considerations. To provide a full certificate of eligibles and in order to minimize processing time, management may determine the interest and/or availability of eligibles before preparation of the certificate.

d. Names of employees who indicate nonavailability for specific positions, duty hours, organizations, or locations may be omitted from the promotion certificate for such positions.

e. Omission from a certificate for these reasons will not affect these employees' eligibility for certification to other positions or their relative standing. Similarly, employees who decline consideration or selection for positions for which referred on a promotion certificate will not be referred for similar positions (e.g., same hours, organization) until they request referral.

f. A certificate normally lists up to 10 persons, but not more than 15. One additional name may be certified for each additional vacancy to be filled. When filling clerical positions at the GS-5, 6, 7, and/or 8 levels, where there is usually a significant number of basically qualified candidates, expanded certification procedures will be used.

g. *Alternate Certification Procedures.* Supervisors may identify the individual they wish to select at the time the request for filling the position is submitted. The CCPO must ensure that proper ranking procedures are followed and the best-qualified candidates are identified. Once this process is completed, if the individual identified by the selecting official is within the top 15 candidates, selection may be made without a formal certificate being issued. Under no circumstances may selection be made without proper ranking procedures taking place. Documentation supporting each action taken under this authority will be maintained within the servicing civilian personnel office.

Section 6. Vacancy Announcements. Normally, vacancy announcements are not utilized; however, they may be used in conjunction with PPRS when:

a. The area of consideration is expanded to include non-Air Force candidates;

b. The position is an upward mobility position, and/or

c. Conditions of employment (e.g., worksite, hours of work) are such that only a few employees can be expected to be interested in the position. When vacancy announcements are used, they will specify whether Air Force employees must apply to be considered. Vacancy announcements may specify a closing date or "open until filled." When "open until filled" announcements remain open for more than a month, registers of eligibles may be established periodically (e.g., every two (2) weeks), at which time all individuals who have applied will be included in the consideration process.

Section 7. Release of Employee. Normally, an employee selected for promotion to a different organization than the one to which currently assigned may be released within 20 calendar days after the losing supervisor has been officially notified. The effective date may be extended for valid reasons; e.g., to obtain required security clearances (for the selectee), complete a specific project, or to meet time-in-grade requirements.

Section 8. Keeping Employees Informed. Employees will be sent a copy of their career- brief within 120 days after their initial appointment and responsible for reviewing the brief for accuracy. Current employees will be provided a copy of their experience brief upon written request. The weekly Information Bulletin will contain a listing of positions which are being filled competitively. The Information Bulletin will contain a statement that eligible employees may contact the Civilian Personnel Office for additional listings. Each listing will contain only those positions for which fill action has been initiated since the last published listing. Employees who are referred on a certificate of eligibles and not selected will be advised of their nonselection.

Section 9. Records Review. A competitor and/or a designated representative is entitled, upon inquiry to the Civilian Personnel Office to be informed of his or her rank order and overall assessment of qualifications against the ranking criteria. PPRS output products are available to assist in these counseling situations. However, employees will not be informed of another employee's rank order or assessment of qualifications against eligibility or ranking criteria.

Section 10. Details. The requirement to use competitive procedures when selecting employees for details applies only to their assignment to officially classified positions (or to duties identical to those of an officially classified position) at a higher grade or with known promotion potential and the period of detail is more than 120 days.

Section 11. Reassignment. When reassignments are initiated by the Employer, the employee will be notified of the details of the new assignment in advance of the reassignment. Any employee who feels a hardship will be caused by the reassignment may request and be granted a prompt meeting with the directing official. The employee will be advised of the date and time of the meeting and given the opportunity to bring a representative to the meeting.

Section 12. Temporary Promotions. When it is known in advance that an employee is to be detailed to an officially classified position at a higher grade for a period of more than 120 calendar days, the action will be processed as a temporary promotion if the employee is qualified and meets all legal and regulatory requirements for the temporary promotion.

Section 13. Complaints. Complaints by employees concerning actions taken under this Article will be processed under the NGP in Article 9. When requested in writing, a Union representative will have access to promotion records to the extent authorized by law.

Section 14. Corrective Action. Whenever it has been determined that an employee has been improperly promoted because of a regulatory or program violation, corrective action **will** be mandatory in accordance with the provisions of the law.

ARTICLE 25

POSITION CLASSIFICATION

Section 1. Position Descriptions/Core Personnel Documents. Position descriptions and Core Personnel Documents will reflect the duties that employees are typically performing or are expected to perform within the normal work cycle. A position description or core personnel document will be provided to each employee upon assignment to a position, or when changes occur in the position that require a new position description/core personnel document. The employee will normally be provided a new position description/core personnel document within 30 days after the position is classified.

Section 2. Discussion of Position Classification - Informal Procedure. Any employee who believes that the position is improperly classified will first discuss it with the supervisor to obtain information and guidance as to the basis for the classification. This discussion may include a representative of the CPO.

Section 3. Position Classification - Appeal Rights. In the event an employee's dissatisfaction concerning the classification of the position cannot be resolved informally, the Employer will inform the employee of his/her appeal rights.

Section 4. Description of Principal Duties. Employees detailed to another position shall be given a position description/core document or statement of principal duties if such assignment is for more than 30 calendar days. An employee's current salary and/or classification will not be adversely affected when detailed to a lower-level position.

Section 5. Other Duties Assigned. When the term other duties as assigned is used in position descriptions or core documents, the term is understood to mean duties related to employees' recurring duties.

ARTICLE 26

WORKFORCE REALIGNMENT

Section 1. Policy and Definition. During a Reduction in Force (RIF) the affected employee(s) will be advised on how RIFs are conducted and the basis for the RIF action. RIF is defined as separation of an employee from his or her competitive level, required by the agency because of lack of work or funds, abolishment of position or agency, or cuts in personnel authorizations.

Section 2. Notification and Consultation. The Union will be notified of any required RIF. The Union will be provided with information on numbers, effective dates, and reasons for RIFs. Suggestions by the Union on ways to implement the RIF and minimize adverse effects on employees will be given full consideration.

At least ten (10) calendar days prior to the issuance of specific written notices to the employees involved in a RIF action, the Employer will notify the Union of the positions to be abolished, the approximate date when personnel actions will be initiated and the reasons for the RIF. The Union agrees not to divulge the content of the RIF until the sixty (60) calendar day specific written notices have been issued by the Employer to the employees affected. When a RIF is caused by circumstances not reasonably foreseeable, OPM may authorize a notice period of less than sixty (60) calendar days but at least thirty (30) full calendar days before the effective date of release. In this instance, the specific written notice to the employee may be provided not less than thirty (30) full calendar days.

Section 3. Notice of Reassignment in Conjunction with RIF. Employees will be given at least five (5) calendar days in which to accept or reject a reassignment or offer of change to lower grade, except when time requirements to complete the RIF precludes the Employer from providing a five (5) calendar day period. Employees may be given additional time if mutually agreed by both parties.

Section 4. Transfer of Function. When it is determined that a transfer of function will affect Unit employees, the Union will be advised. The Employer will register adversely affected employees in the DoD

Priority Placement Program.

Section 5. Reorganization. The Employer will inform the Union, in writing, when approved reorganizations will result in surplus employees or in lower grades for occupied positions.

Section 6. Contracting Out. The Union will be notified as soon as practicable after a decision is made to study a function for possible contracting out where Unit employees are assigned. The Employer agrees that the Union President or his/her delegated representative will be a member of the Steering Committee for A-76 studies that may impact unit employees. Upon written request to the Labor Relations Officer, the Union will be provided with information allowed to be released by law and controlling regulations.

Section 7. Safe Guarding Rights. In all of the foregoing, the Parties agree to support a program of positive assurance to employees that their rights will be safeguarded. Upon written request the Union will be afforded the opportunity to bargain over the impact and implementation of any RIF, Transfer of Function or Contracting Out that affect bargaining unit employees.

ARTICLE 27

CAREER DEVELOPMENT AND TRAINING

Section 1. Employees' Responsibilities. Employees are responsible for applying reasonable effort, time, and initiative in increasing their potential through self-development and training. Periodically, employees will be informed by appropriate means of the opportunity to participate in developmental activities to perform more effectively in current and future assignments. The Parties will encourage employees to take advantage of training and self-developmental opportunities to meet individual and Air Force objectives.

Section 2. Approval/Disapproval of Training. An employee may request training in order to increase the employee's proficiency, ability, skill, and qualifications in the performance of official duties. Employees will be notified of selection or nonselection for requested training.

Section 3. On-The-Job Training. The Employer will provide a reasonable amount of on-the-job training when there are significant changes to employees' duties.

Section 4. Training Encouragement. The Parties agree to encourage employees to participate in management sponsored activities in order to better qualify themselves in their work or profession, or contribute to their general overall growth and enlightenment as individuals.

ARTICLE 28
DRUG TESTING

Section 1. General. Illegal drug use by employees in sensitive positions presents a clear threat to the mission of the Air Force, national security, and public safety. Nothing in this Agreement shall preclude the Employer from requiring drug testing in other than the categories identified in Section 3 below. The establishment and administration of the Civilian Drug Testing Plan will be in accordance with the Air Force publication. Copies of the pertinent Air Force publications pertaining to Drug Testing and any changes thereto will be provided to the Union in sufficient numbers to be distributed to all Union officials.

Section 2. Types of Drug Tests. The parties agree that the testing referred to in the program by the term "drug test" means urinalysis testing.

Section 3. Employees Subject to Testing. The Employer has the right to conduct random drug testing of employees who are either currently assigned to, or who are selected for assignment to, Testing Designated Positions (TDPs). The Employer also has the right to conduct other forms of drug testing as cited in the Air Force Civilian Drug Testing publications. Such other forms of testing may include:

- a. Reasonable suspicion testing.
- b. Accident or safety mishap testing.
- c. Voluntary testing.
- d. Testing as part of or as a follow-up to drug counseling or rehabilitation.
- e. Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking.

Section 4. Employees Assigned to Positions Designated As Sensitive. Designation of employees in sensitive positions pursuant to Executive Order (M) 12564 shall be accomplished in accordance with applicable laws, rules, regulations and this agreement. (The phrase "employee in a sensitive position" is defined in Section 7(d) of EO 12564.)

Section 5. Notification to Employees. In the event drug testing is required, the Employer shall inform the employee reasonably in advance by letter of the following:

- a. The reasons for drug testing;
- b. How the employee was selected for the test; e.g., random, suspicious behavior, pursuant to an investigation, etc.,
- c. If appropriate, the frequency or intervals at which they will be tested;
- d. The consequences of a positive or negative result; and
- e. The consequences of a refusal to cooperate, including possible adverse action(s).

Section 6. Testing Laboratory. The Employer agrees to use a laboratory certified by the Department of Health and Human Services (HHS) for civilian drug testing. The Employer will notify the Union, in writing, if the laboratory selected fails to meet its HHS certification.

Section 7. Positive Test Results. Employees who test positive may be subject to disciplinary action, up to and including removal from Federal service.

a. Employees who test positive are entitled to Union representation at their request at any Employer conducted meeting concerning the test results which may lead to disciplinary action. Employees will be advised by the Medical Review Officer of their right to retest by another laboratory.

b. If a test result is positive and the employee does not wish to challenge its findings, the Employer may choose to reasonably accommodate for the employee's drug abuse problem by providing information regarding access to drug treatment and rehabilitation programs. If the employee chooses to participate in the program, following a reasonable period of time determined in conjunction with representatives from the treatment and rehabilitation program, another urinalysis will be conducted.

c. Information provided by the employer regarding referral for counseling and rehabilitation will not preclude the Employer from also taking appropriate disciplinary action up to and including removal.

d. If a positive test result is reversed by the Medical Review Officer, any personnel action taken on the basis of that result will be reversed.

Section 8. Reasonable Suspicion Testing. Reasonable suspicion testing will be substantiated by the Employer in writing. The statement will give an accounting of the details relied upon by management for ordering reasonable suspicion testing. Testing will only be accomplished after obtaining the approval of a legal office staff member. This testing may be based upon, among other things:

a. Observed phenomena, such as observation of drug use or possession and/or the physical symptoms of being under the influence of a drug.

b. Observation of abnormal conduct or erratic behavior which reasonably indicates that there is an impairment of rationale and full exercise of the mental or physical faculties of the covered employee.

c. Information provided either by reliable and credible sources or independently corroborated.

d. Evidence that the employee has tampered with a previous drug test.

Section 9. Drug Use in TDP. A TOP employee found to use illegal drugs will be referred for substance abuse counseling and rehabilitation, and will not be permitted to remain in that position. However, at the discretion of the Employer, and as part of rehabilitation, an employee may be returned to duty in a TOP if the employee's return would not endanger public health, safety, national security or the mission of the activity of the Air Force. Referral for counseling and rehabilitation will not preclude the Employer from also taking appropriate disciplinary action up to and including removal.

Section 10. Confidentiality and Safeguarding of Information. Drug testing information specifically relating to an employee will be treated in a confidential manner.

- a. All samples will be subject to a chain of custody.
- b. Within the requirements of law and regulation, employees will be guaranteed confidentiality in matters relating to drug testing. Information will be released only to those officials of the Employer that have the need to know.
- c. Employee records concerning non-confirmed test results will be destroyed in accordance with applicable regulations.
- d. Upon written request, employees subjected to drug testing will be provided access to records relating to their individual drug test results.
- e. Upon written request, the Union will be furnished with copies of laboratory certification(s) of individual drug test results for those employees who have designated the Union as their personal representative.

ARTICLE 29

PAYROLL DEDUCTION OF UNION DUES

Section 1. Payroll Allotment Policy. Any Unit employee who is eligible for membership in the Union may authorize a deduction from pay for the payment of dues, provided the employee:

- a. Has voluntarily completed "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues" (SF 1187); and
- b. Regularly receives an amount of pay on the regularly scheduled paydays which is sufficient, after all other deductions, to cover the full amount of the allotment.

Section 2. Authorizing and Revoking Dues Withholding:

a. Eligible employees may authorize payroll deduction of dues at any time. The voluntarily executed SF 1187 is certified by a designated union official who will coordinate the form through the Labor Relations Officer prior to forwarding it for processing.

b. Revocation. An employee may revoke dues withholding by voluntarily executing a SF 1188 (Cancellation of Payroll Deductions for Labor Organization Dues). An employee may also revoke dues withholding by submitting a written, signed, and dated statement that will include the following: "I hereby cancel my authorization for Union dues deduction." The statement will be submitted in duplicate. The employee forwards the SF 1188 or written statement of revocation to the servicing Payroll Office, Customer Service Representative (CSR). Effective dates of revocation are set forth in Section 6 of this Article. CSR will process the SF 1188 and place a copy with a transmittal document in the Union box for pick up. CSR will notify the Union within five (5) calendar days if mail is in the box.

Section 3. Termination of Dues Withholding Based on Ineligibility. An employee ceases to be eligible for dues withholding, and authorization for dues withholding is automatically terminated, when:

- a. The employee ceases to be a member in good standing of the Union. {In which case the Union must notify the servicing Payroll Office within ten (10) workdays};

- b. The Union ceases to be the exclusive representative;
- c. The employee ceases to be a member of the Unit; or
- d. The employee enters a nonpay status or otherwise receives insufficient pay for the withholding of dues.

Section 4. Union Responsibilities. The Union is responsible for:

a. Informing and educating its members of the voluntary nature of the system for the allotment of Union dues, the amounts of allotments, and the conditions under which allotments may be authorized, or terminated;

b. Acquiring and distributing to its members SF 1187 and SF 1188s;

c. Timely forwarding copy of properly executed and certified SF 1187s to the Labor Relations Officer for coordination.

d. Promptly forwarding an employee's revocation (memorandum or SF 1188), in duplicate, to the Labor Relations Officer when the revocation is submitted to the Union; and

e. Notifying the servicing Payroll Office, in writing, of:

(1) The names and titles of Union officials authorized to make necessary certification of SF 1187s,

(2) The name, title, and address of the allottee to whom remittances should be sent;

(3) Any change in the amount of membership dues, as provided in Section 6 of this Article; and

(4) The name of any employee who has been expelled or ceases to be a member in good standing in the Union within ten (10) workdays of final determination.

Section 5. Management Responsibilities. Management is responsible for:

a. Ensuring that the servicing Payroll CSR Office:

(1) Processes voluntary allotments of dues in accordance with this Article;

(2) Withholds employee dues on a biweekly basis; and

(3) Assists Union officials in receiving from DFAS Pay Processing Center all dues deduction reports and other Union related pay matters.

Section 6. Changes in Amount of Dues. When the Union changes the amount of regular dues, the Union President shall provide the servicing Payroll CSR Office a written certification of the new amount of dues. Changes in amount of dues deducted will become effective at the beginning of the first pay period after the certification is received unless the Union specifies a later date. Only one change in the amount of dues may be made during a calendar year.

Section 7. Correction of Errors in Withholding. The servicing Payroll CSR Office will notify the Union

and correct any errors in payment promptly on discovery of the error. Errors due to the failure of the servicing Payroll CSR Office to deduct dues from members pay will be corrected by promptly adjusting the amount due to the Union from the employee's pay. Action for payment to the Union will be processed by DFAS. The amount of any erroneous overpayment will be deducted from the remittance to the Union upon discovery of an error.

Section 8. Effective Dates for Dues Withholding/Renovation Actions.

Effective Dates for Dues Withholding/Renovation Actions	
ACTION	EFFECTIVE DATE
a. Starting dues withholding	Not later than the beginning of the second full pay period after the date of receipt of a properly executed and certified SF 1187 by the servicing Payroll CSR Office.
b. Revocation of dues by employee	Dues may be revoked as indicated below: (1) For an employee who has had a dues withholding allotment in effect for less than one year: At the end of the first full pay period following the anniversary date of the date the employee signed the SF 1187. (2) For an employee who has had a dues withholding allotment in effect for more than one year: At the end of the first full pay period following the anniversary date and each year thereafter
c. Termination due to loss of good standing in membership	Not later than the end of first pay period after date of receipt of Union notification of loss of membership by the servicing Payroll CSR Office.
d. Termination due to loss of exclusive recognition by the Union.	Not later than the end of the first full pay period following loss of recognition.
e. Termination due to employee's separation or permanent movement to a position outside the Unit.	Termination of allotment will automatically be at the end of the pay period.
f. Termination due to employee's becoming aware of noneligibility for dues withholding.	End of the pay period after date of receipt of notification of noneligibility by the servicing Payroll CSR Office.

