



AGREEMENT BETWEEN 910 AIRLIFT WING

AND

*LOCAL 1952 OF THE AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES (AFGE)*

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PREAMBLE

The objective of the Air Force Labor Management Relations Program and of the Parties of this Agreement is to foster good employee- management cooperation, to promote and improve the efficient cost-effective administration of the mission of national defense, to establish a basic understanding relative to personnel policies, practices and matters affecting working conditions, and to stimulate the development of a loyal, capable, and industrious workforce.

The Congress finds that experience in both private and public employment indicates that the statutory protection of the right of employee to organize, bargain collectively and participate through labor organizations of their own choosing in decisions which affects them:

- a. Safeguard the public interests;
- b. Contributes to the effective conduct of the public business;
- c. Facilitates and encourages the amicable settlement of disputes between employees and their employers involving conditions of employment.

The public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of government operations. Therefore, labor organizations and collective bargaining in the Civil Service are in the public interest.

This agreement is therefore executed between the 910 Airlift Wing at Youngstown Air Reserve Station, Ohio (hereinafter referred to as the Employer or Management) and the American Federation of Government Employees, Local 1952 (hereinafter referred to as the Union). It was developed in the spirit of cooperation using interest-based bargaining.

ARTICLE I RECOGNITION

SECTION I

The Employer recognizes the Union as the exclusive representative for all employees in the bargaining unit.

As the exclusive representative, the Union is entitled to act for and to negotiate agreements covering all employees in the bargaining unit.

Management agrees that, in regard to the exclusive bargaining unit, it will not enter into other agreements and understandings.

SECTION 2

1. The following employees are excluded from the bargaining unit and this agreement does not apply to:
 - a. Any management official or supervisor as defined in Section 7103, Title 5 USC.
 - b. A confidential employee as defined in Section 7103, Title 5 USC.
 - c. Employees engaged in personnel work of a confidential nature, in other than a purely clerical capacity.
 - d. Firefighters (because International Association of Fire Fighters, Local F-154 is their exclusive bargaining unit).
 - e. Professional employees as defined in Section 7103, Title 5 USC.

SECTION 3

All current local written regulations, rules, policies, practices, and procedures pertaining to conditions of employment of the bargaining unit employees not specifically addressed in this agreement will remain in effect until superseded, rescinded or changed. Upon the supercession, recession, or change, the local regulations, rules, policies, and practices will be subject to impact and implementation negotiation.

SECTION 4

This agreement constitutes a collective Agreement by both Parties and will also be binding on any successor or assignee of all or any part to the extent consistent with law. It takes precedence over any subsequent conflicting regulations or instructions other than those that are required either by law or government-wide rules and regulations.

ARTICLE 2 MANAGEMENT RIGHTS

SECTION 1

1. Nothing in this agreement will affect the authority of any management official under 5 USC 7106:
 - a. To determine the mission, budget, organization, number of employees and internal security practices of the employer, and;
 1. In accordance with applicable laws;
 2. To hire, assign, direct, lay off, and retain employees of the employer, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.
 - b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the employer operations will be conducted.
 - c. With respect to filling positions to make selections for appointments from properly ranked and certified candidates for promotion or from any other appropriate source.
 - d. To take whatever actions may be necessary to carry out the employer's mission during emergencies.

SECTION 2

1. Nothing in this section shall preclude any agency and any labor organization from negotiating:
 - a. At the election of the agency on the numbers, types and grades of employees, or positions assigned to any organizational subdivision, work projects, or tour of duty, or on the technology, methods and means of performing work.
 - b. The procedures, unless otherwise addressed in this agreement, which management officials of the agency will observe in exercising any authority under this article.
 - c. Appropriate arrangements, unless otherwise addressed in this agreement, for any employee adversely affected by the exercise of any authority under this article.

ARTICLE 3 EMPLOYEE RIGHTS

SECTION I

Each employee shall have the right to form, join, or assist any labor organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such rights. Except as otherwise provided by law, such rights include the right to act for a labor union in the capacity of a representative and the right in that capacity to present the views of the labor organization to heads of the agency and other appropriate authorities. Such rights include the right to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under provisions of law.

SECTION 2

An employee is accountable for the performance of official duties and compliance with standards of conduct for Federal Employees. Within this context, the Employer affirms the rights of the employees to conduct their private lives as they see fit, provided such conduct does not bring discredit to or adversely affect the Employer. Employees may engage in outside employment consistent with OPM (5 CFR 2635.801), Joint Ethics Regulation (DoD 5500.7-R) and AFM 36-703. Employees are required to report outside employment for approval by submitting the Application and Approval for Off-Duty Employment, AF Form 3902 to their Supervisor.

ARTICLE 4 UNION RIGHTS

SECTION 1

The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in their bargaining unit concerning any grievance or any personnel policy or practices or other general condition of employment.

SECTION 2

The Union shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.

SECTION 3

The Union will have the right to present to the employer for consideration its views concerning grievances of any personnel policy, practice or any other matter affecting the general conditions of employment.

Article 4 Continued

SECTION 4

Realizing that there may be rare occasions when an employee expresses extreme anxiety relative to a one-on-one meeting with a supervisor, it is agreed that the supervisor will, when asked by the employee, address the concerns to the Labor Relations Officer (LRO). The Union and LRO will review such employee requests to determine if participation by others (e.g. union representative or management representative) is in the best interest of all parties in resolving a problem. Either the Union or LRO may disapprove such a request from an employee.

ARTICLE 5 UNION REPRESENTATION/OFFICIAL TIME

SECTION 1 Union Recognition

The Employer agrees to recognize the authorized officers, stewards and representatives of the Union. The local union will give prior notice to the LRO, as soon as practical, when National or District representatives of the Union will be on base. The Union will provide a current list of its officers and stewards to the LRO.

SECTION 2 Stewards

The Employer agrees to provide official time, pursuant to this article, to not more than eight individuals designated, in writing, as stewards of the Union. One of the individuals will be designated the Chief Steward. When there are changes in assignments or designations, the Employer will be notified in writing. The Parties agree that the effective distribution of union workload enhances a sound labor-management relationship and contributes to the efficiency of the activity's operation.

SECTION 3

In order to develop and maintain effective union-management relations, the Employer agrees that official time to employees who are union representatives is essential. A reasonable amount of time will be granted to union representatives to accomplish their representational duties for the purpose specified in this agreement and subject to the general limitations in Section 8, stated below.

Article 5 Continued

SECTION 4 Meetings

Official time is authorized for any meetings scheduled or agreed to by the Employer and the Union to promote union-management cooperation and Alternative Dispute Resolution (ADR). Official time is also granted for union representatives at various meetings or committees authorized by this agreement, such as Wing Commander's staff meeting, EO, Safety, Facilities Board, etc. The representative(s) may also use a reasonable period of time prior to the meeting to prepare, as appropriate to the situation.

SECTIONS

It is agreed and understood that any authorization of official time is solely to permit release of union representatives from their normal work schedule. The Employer may temporarily adjust the union representative's work schedule to allow use of official time in appropriate instances where the representatives would otherwise be in a non-duty status. Such arrangements are to be made with the Employer's designated official.

SECTION 6

Official time is not authorized for any tasks related to internal union business as provided in law and decisions of the Authority. In addition, it is agreed and understood that any use of official time in this contract relates solely to issues in the bargaining unit covered by this contract.

SECTION 7 Obtaining Release

- I. Normally, employees desiring to meet with a union official will contact their supervisor to schedule the appointment with the Chief Steward or designee, within a timely manner.
2. The union representative and management's designated representative will mutually agree to procedures to record official time.
3. A steward, union officer, or representative desiring release to perform authorized duties on official time, must make a request to their supervisor outlining the following: the general purpose for the request, the estimated length of official time, the phone number and/or destination where the official may be reached. If the supervisor is unable to release the individual at the requested time due to workload or work-in-progress, the supervisor shall specify an alternate time, usually within 24 hours of the requested time.

Article 5 Continued

4. When meeting with an employee the union representative must first make arrangements with the supervisor. This time should be limited to one hour.
5. Upon completion of their official duties, the union representative will return to their regular work center and will notify their supervisor as such. The union representative will then return to their normal duties.
6. The LRO will provide the Union with official time report.

SECTION 8 General Limits on Official Time.

1. In addition to any official time to which Union representatives are statutorily entitled, Union officers and stewards will be granted the following amounts of official time to perform appropriate representational functions:
 - a. Local Union President or Designee in President's Absence - will be authorized 35% of his/her 40-hour workweek not to exceed 14 hours per week.
 - b. Chief Steward or designee - will be authorized 25% of his/her 40-hour workweek not to exceed 10 hours per week.
 - c. Treasurer - will be authorized up to 8 hours per calendar year for the purpose of preparing and submitting the LM3/annual budget to the Department of Labor.
2. Normally said official time will be scheduled as the last hour(s) of a workday unless otherwise agreed upon with his/her supervisor.
3. The President and/or Chief Steward may request additional official time as needed.
4. All other Officers and Stewards - Such time as is reasonable and necessary and will be requested. If the supervisor is unable to release the individual at the requested time due to workload or work-in-progress, the supervisor shall specify an alternate time, usually within 24 hours of the requested time.
5. Union officers and stewards will also be granted official time to attend joint Employer/Union committees of which they are members, to respond or make recommendations to requests from supervisors, management, or agency officials, and for attending other official meetings when approved in advance by the Employer.
6. All official time will be requested through the supervisor using the automated time and attendance program for approval.

Article 5 Continued

SECTION 9 Union Training

1. **Informal Steward Training.** The Employer agrees to allow stewards and executive board members one-hour official time each month to attend union sponsored steward training. It is agreed and understood that no portion of these sessions will be used to discuss or inform on matters that are internal union business.

2. **Formal Training.** The Union President may request official time for union representatives to attend formal training courses that are sponsored by the Union or a neutral party. The request will be presented, in writing, to the LRO in a reasonable amount of time and will include a course outline and/or agenda enabling the parties to determine which portions of the training would be of mutual benefit to the agency. The LRO will respond within a reasonable amount of time.

SECTION 10

Within the limits of the law, a reasonable amount of official time will be granted to official union representatives for the purpose of dealing directly with Members of Congress. Official union representatives can represent our federal employees only on issues directly affecting the union's members, such as, jobs, pay, and benefits. Official time granted for this purpose cannot be used for any other issues. Any request under this section shall be in writing and submitted to the LRO for approval.

SECTION 11

This article does not cover official time, which is required by law, which includes purposes relating to negotiations and FLRA, FSIP, and MSPB proceedings. Official time will be granted for these and any other such proceedings in accordance with the law.

SECTION 12

An employee may request extended leave without pay for up to two years, or the remaining term of this agreement, so that the individual can serve full time on union duties.

SECTION 13

Union officials may wear civilian clothes while performing union duties.

ARTICLE 6 STATEMENT OF EMPLOYER AND UNION COOPERATION

SECTION I

The purpose of Employer-Union cooperation is to promote the general well-being of the 910 Airlift Wing. The Union and Employer will demonstrate teamwork and cooperation. They will, at all times, act in good faith, dealing openly and honestly on "all" issues, striving to understand varying points of view, and contributing to the resolution of any conflicts that may arise. The Union and Employer will conduct themselves in a professional manner at all times.

SECTION 2

The LRO or a union representative may request a meeting to discuss labor-management issues or concerns at any time.

SECTION 3

The Union will contact the LRO on issues concerning union grievances (as defined in Grievance Article Section 11), Unfair Labor Practices, and contractual interpretation disputes. The union agrees that before meeting with a supervisor on any potential issue to notify the LRO with the name of the supervisor, the employee and the issue.

SECTION 4

The Employer agrees to furnish the Union a listing of all bargaining unit employees covered by this agreement on a quarterly basis. The Employer agrees to introduce newly hired employees to a union official as a part of the initial orientation and to provide a reasonable amount of time for questions and answers in a private setting at the workplace.

SECTIONS

Union participation on committees, councils and panels is encouraged to the extent that it does not interfere with management rights under 5 USE 7106.

ARTICLE 7 USE OF OFFICIAL FACILITIES

SECTION 1

The Employer will provide, on a reasonable basis, suitable office space for the Union as determined by the Employer. This office space will be subject to the availability of such space in base facilities and must not conflict with the Employer's business. The Union must maintain the office in good order and pay for any damages to such facilities. The Employer will provide four (4) desks, one (1) filing cabinet, and four (4) chairs for the office, one (1) Class A telephone for DSN and local calls only, and one (1) Computer system, with appropriate software and/or dial up capability. Other office communications equipment will be obtained and maintained by the Union.

SECTION 2

At the request of the Union on an as needed basis and contingent upon availability of space, a facility will be provided to the Union for meetings of Union members. These meetings must be conducted during non-duty hours of attendees. Meetings cannot interfere with the Employer's business. Safety, smoking, and security regulations will be observed. The space that is utilized will be maintained in the order and condition that it was prior to use by the Union. Any damages to any part of the facility used, or damages to the equipment in the facility, will be paid for by the Union. Union requests for a meeting space will be made to the Labor Relations Officer at least ten (10) working days in advance of the meeting. Requests for meeting space will specify which facility is requested as well as the purpose of the meeting.

SECTION 3

Stewards having discussions with employees as authorized by this agreement will be afforded reasonably private space in the employee's immediate work area. Should the employee feel uncomfortable in the work section, the immediate supervisor or designee will arrange for a suitable location for the discussion. If an immediate location is not available, the use of the Union office may be requested by the supervisor or Union Official.

SECTION 4

Management agrees to distribute copies of this contract to newly hired bargaining unit employees. Management will make this agreement available via the LAN.

SECTIONS

1. The Union is authorized one (1) 2' x 3' bulletin board or portioned section of an existing bulletin board in each building where bargaining unit employees normally work. The employer will furnish a bulletin board in high traffic areas.

Article 7 Continued

2. If the Union requests additional bulletin boards at other authorized locations, the Union will bear the cost of purchase and installation. The Civilian Personnel Officer is the approving/disapproving official for the additional boards and their location. Union purchased boards will be the same size, quality, and appearance as management furnished boards.
3. Literature posted on these bulletin boards will not violate any law, applicable portions of this agreement, the security of the building, or regulation of higher authority. The Union is responsible for the contents of all information posted to their bulletin boards.

ARTICLE 8 HOURS OF WORK, TOURS OF DUTY, AND ALTERNATIVE WORK SCHEDULE (AWS) PROGRAM

INTRODUCTION:

The parties agree to utilize the following two basic work schedules: A standard work schedule (SWS) and an alternative work schedule (AWS) program as described in this article. The use of standard and alternative work schedules enables supervisors and managers the opportunity to meet mission goals in the most efficient method while at the same time providing employees more flexibility in scheduling their duty hours with their off duty responsibilities. Employees with more flexible work schedules are able to use their time to balance work schedules and outside or family responsibilities. Alternative work schedules offer employees the opportunity to participate in activities such as volunteer programs, family or community events and educational opportunities and improve employee morale. Mission accomplishment is both management's and employee's primary concern.

SECTION 1 Standard Work Schedule

The parties agree that the standard work schedule will consist of five (5) consecutive calendar workdays, eight (8) hours in length, with a one-half hour unpaid lunch period. Standard work hours (of employees not participating in an alternative work schedule) are *0730 to 1600*. Provisions contained in applicable laws and regulations relative to premium pay, holiday pay, night differential and overtime pay apply.

SECTION 2 Temporary Changes to Hours of Work/ Tour of Duty

1. These rules apply unless the Wing Commander finds that it would seriously handicap the organization in carrying out its function or would substantially increase operating costs:
 - a. Assign tours of duty at least 1 week in advance;

Article 8 Continued

- b. Schedule work on 5 days, Monday through Friday when possible, with 2 consecutive days off;
 - c. Set working hours;
 - d. Workday may not exceed 8 hours (without incurring overtime pay entitlements) unless the employee is covered by an alternative workschedule;
 - e. Scheduled breaks may not exceed 1 hour;
 - f. Basic workweek cannot be rescheduled to avoid paying holiday pay.
2. An employee's regularly scheduled administrative workweek must correspond with the employee's actual work requirements. When a manager knows in advance that an employee's administrative workweek will differ from the normal tour of duty, the manager must reschedule the employee's administrative workweek to correspond with the specific days and hours the employee is expected to work. The manager must inform the employee of the change and record the change on the employee's time card. If it is determined that a manager knew in advance that a period of work should have been scheduled as part of an employee's administrative workweek and failed to do so; and had the opportunity to determine which employee had to be scheduled, or rescheduled, to meet the specific days and hours of that work requirement, the employee will be entitled to premium pay in accordance with 5 CFR 610.121 (b) (3). Generally, work will be scheduled on the same hours each day. When mission requirements dictate a temporary assignment to different hours of work or different tours of duty due to deployments, TDY or unusual work requirements, the employee will be informed of the change seven (7) calendar days prior to effective date of change. Unscheduled, unforeseen or emergency situations may render this notification impossible. In an emergency, the employee must be notified before reporting for duty on the day of the proposed change. Use of this authority will be limited to essential operations or unusual circumstances such as:
- a. Aircrew personnel on missions of more than one day, to include the day of departure from home station.
 - b. Aircrew members, crew chiefs and ground support personnel to meet special or other essential unscheduled flying missions as directed by higher headquarters.
 - c. When lunch is consumed on board in flight it will be considered a working lunch not to exceed twenty (20) minutes in length.
 - d. Tours of duty and hours of work for Aircrew members engaged in cross-country missions will be governed by and changed to the directed reporting time each day. Aircrew member's work will begin at the directed reporting time for preflight and preplanning duties based on the proposed take off time. Work will end upon completion

Article 8 Continued

of post-flight duties and excusal from duty. (EXAMPLE: Employee reports as directed at 0600, takes off at 0800, lands at 1500, performs post flight duties, and is excused at 1600; that individual is credited with eight (8) hours regular and 2 hours overtime.)

e. When a work section experiences a significant shortage of manpower due to employees being on TDY status to support deployments, school tours, conferences/workshops etc., the section supervisor may require those employees remaining at home station to temporarily change their work schedules in order to provide necessary manpower to meet home station mission requirements. Employees will return to their previous AWS when the TDY manpower shortage has been eliminated.

SECTION 3 Commander's Authority

The parties agree that the right to establish, modify, or change established hours of work or tour of duty to accomplish the mission is vested in the 910 Airlift Wing Commander. Prior to establishing new tours of duty or hours of work, the Employer agrees to consult and negotiate with the Union over the impact on bargaining unit employees.

SECTION 4 Lunch Periods

For employees working the Standard Work Schedule, lunch periods shall normally be scheduled to begin four (4) hours after the start of the shift, except that a three (3) to five (5) hour window may be used if mission requirements dictate, or the employee and supervisor agree to the times. Employees working the Alternative Work Schedule refer to this Article, Section 9.

SECTION 5 Rest Periods

Rest periods, not to exceed fifteen (15) minutes each in duration, normally will be granted for each four (4) hours of continuous work. The break will be scheduled by the supervisor in accordance with workload commitments. Rest periods will not be accumulated, and will not be used in conjunction with lunch break or to allow an early departure from work. Employees who are on break should not disrupt other work areas and shall resume duties at the completion of the break promptly as the situation dictates.

SECTION 6 Administrative, Preparation and Clean-up Time

Supervisors will grant reasonable time for administrative duties at the employee's request (i.e. read email, handling benefit changes, etc.). Supervisors will also grant a reasonable amount of time, consistent with the nature of the work, to perform incidental duties prior to scheduled leave, lunch and at the beginning and end of the workday. Incidental duties are duties such as obtaining and replacing tools or materials, changing clothing, clean up and similar tasks.

Article 8 Continued

SECTION 7 Permanent Schedule Vacancies

As vacancies occur on permanent schedules, the opportunity to change from one shift to another will be offered first to volunteers in the same grade and skill in the function and in order of seniority so long as mission accomplishments will not be adversely affected. Seniority for this purpose will be established by applying SCD for leave purposes. Employees involved in rotational shifts or tours will have their schedule posted. Employees will be assigned to such shifts on an equitable rotating basis.

SECTION 8 Work Schedule Changes

When an uncommon tour of duty (other than Monday through Friday) or shift is established, assignment of employees will first be made by offering the tour or shift to volunteers in the function of the grade and skill required performing the work. In the absence of volunteers, the supervisor will assign employees on an equitable rotational basis and provide the required notice (reference Section 2 of this Article). If there are too many volunteers, assignment will be made first by seniority among those volunteers in the function. Seniority for this purpose will be established by applying the service computation date for leave.

SECTION 9 ALTERNATIVE WORK SCHEDULE PROGRAM (AWS)

ALTERNATIVE WORK SCHEDULE (AWS) Other than Standard Work Schedule, i.e.:

Definitions

Gliding: A type of flexible work schedule in which a full time employee has a basic work requirement of 8 hours in each day and 40 hours in each week; may select a starting and stopping time each day; and may change starting and stopping times daily within the established flexible hours. Employees must be present during the core hours of 0900-1100 and 1300-1500. This program also authorizes the use of credit hours.

Flexi tour: 5 days a week, Monday through Friday, with a minimum 30 minute unpaid lunch period. Provides employees the flexibility to vary the start and stop times other than those under the SWS. This program authorizes the use of credit hours.

Compressed: A normal 80-hour pay period that is scheduled with less than the basic 10 workdays. The two types of Compressed Work Schedules are.

- a. **Four-day Workweek:** Four 10-hour workdays per week.

Article 8 Continued

- b. **5-4/9 Schedule:** Eight 9-hour workdays and one &-hour workday per pay period.

Core Time (Core Hours): The period between 0900-1100 and 1300-1500 during each workday when an employee on an alternative work schedule must be present for work or on appropriate leave.

Flexible Time: That part of the schedule of working hours during which employees may choose their time of arrival and departure from the work site within limits consistent with the duties and requirements of the positions.

Basic Workweek: The days and hours of an administrative workweek, which make up an employee's regularly scheduled 40-hour workweek.

Lunch Period: Employees will be granted a non-paid lunch period of 30-60 minutes every day, during which time the employee is entirely free of the duties of their position, unless precluded by mission related duties, which will be compensated for.

Bandwidth: The bandwidth will normally be a period of time between 0630 and 1800 hours during which the normal eight to ten (8 to 10) hour workday will occur.

Credit hours: Only those employees participating in the Flexitour Program, not Compressed Work Program, may earn credit hours. Credit hours are earned at the employee's option, with supervisory concurrence. These are hours in excess of the employee's scheduled workday.

Tour of Duty: The hours of a day (daily tour of duty) and the days of the administrative workweek (weekly tour of duty) that are scheduled in advance and during which an employee is required to perform work on a regular recurring basis.

CONDITIONS AND RESTRICTIONS

1. Employees are not required to participate in the Alternative Work Schedule (AWS) Program. If they do not participate, they will work the Standard Work Schedule (SWS). Exception: supervisors will establish hours of work until newly hired employees are sufficiently oriented to the work environment.
2. The "organization unit" as a whole will remain open for business for five (5) calendar days per workweek, except individual sections authorized to operate only four (4) days by the supervisor.

Article 8 Continued

3. If any permanent changes to Alternative Work Schedules are planned by a supervisor or requested by an employee that cannot be agreed to by either party, they will use the alternate dispute resolution process as described in this article.
4. As with any type of work scheduling, Management retains the right to determine the number and kinds of employees on duty during hours/days of any given day or pay period to ensure that essential work is accomplished, which includes restricting an employee's choice of scheduled days off (SDO) if it would have an adverse impact to mission accomplishment. (Reference Article 3 Management Rights).
5. Those employees whose duties require them to change work hours or tour of duty to work a 2nd shift, or to support a UTA, will revert back to their normal schedule after completion of the 2nd shift or altered tour of duty.
6. A combination of Flexitour and Compressed Work Schedule is not authorized for an individual employee.
7. Employees will submit in writing an initial schedule request. If an employee desires to change their initial schedule, another request must be submitted. If the supervisor cannot approve an employee's request, the employee and the supervisor will discuss possible alternatives. Supervisors will make every reasonable effort to honor an employee's request subject to constraints such as work requirements, mission impact and safety.
8. If mission dictates, the supervisor may request an employee change their approved schedule. Volunteers will be solicited and, should no one volunteer, employees with the least amount of total creditable service (SCD for leave purposes) will be required to change their schedule. If there are more volunteers than needed, employees with the highest amount of total creditable service (SCD for leave purposes) will have first choice. The maximum possible advance notice will be given to all employees.
9. The Wing Commander has the authority to approve Administrative Leave. For the purposes of determining the amount of duty time an employee is excused from work due to either a late reporting time or early dismissal for weather related or emergency conditions the following guidance will apply: Regardless of what work schedule (SWS or AWS) an employee is working, the official late reporting time or early dismissal time will be the earliest starting or latest quitting time for that day. For instance: If the Commander has delayed opening the base due to bad weather until 0800 hrs, then 0800 hrs will be the starting time for all employees for that day, unless the employee's AWS normally starts later, i.e., 0830hrs; then 0830hrs will be this employee's start time. Anyone else reporting later than the delayed opening time will be in an appropriate leave status. If the Commander initiates an early release time due to bad weather at 1530 hrs,

Article 8 Continued

then all employees will be released at that time, unless the employee's AWS normally ends earlier, i.e., 1500hrs; then 1500hrs will be that employee's quitting time. Anyone else leaving earlier than the official release time will be in an appropriate leave status.

10. Temporary Duty: When an employee covered by an AWS is assigned to a temporary duty station using another work schedule (either standard or AWS) the supervisor may allow the employee to continue to use the schedule used at their permanent work site (if suitable) or require the employee to change the schedule to conform to operations at the temporary work site. This will be coordinated in advance by the home station supervisor.

REQUESTING AN AWS

1. Employees of one-deep positions who possess occupational skills for which there is not normally a second employee who performs these duties in the incumbent's absence, will be required to work Flexitour or the Standard Work Schedule. However, if the employee requests to work a Compressed Work Schedule, and after having determined that services and/or productivity will not be diminished, the supervisor may subsequently grant the request. Requests will be examined on a case-by-case basis.
2. In shops or positions where there are two employees assigned who essentially have the same occupational skills, and those employees work a Compressed Work Schedule, the employees will agree to a different Scheduled Day Off (SDO), meaning that both employees will not be off on the same day.
3. Employees who desire to change their Alternative Work Schedule will request the change at least one pay period prior to the change becoming effective. However, if management can accommodate the change without regard to the one pay period criterion, they may do so. Permanent change requests are limited to no more than four times in a twelve-month period. Employees may request to change their approved work schedule after having worked the schedule for two pay periods.

FLEXITOUR PROGRAM

1. Unit employees are eligible to participate in the Flexitour program subject to the following conditions:
 - a. Eligible employees who participate in the Flexitour Program, may begin the workday at 0630 or anytime thereafter on half-hour increments, but must be on duty or leave status during the core hours which are 0900-1100 and 1300-1500.
 - b. There is no limit on the total number of credit hours, which may be accumulated and used during the pay period. However, a full-time employee cannot carry more than 24 credit hours from one pay period to the next pay period. Documentation of credit hours will be maintained by the supervisor. It is the employee/supervisor's responsibility to

Article 8 Continued

zero out any credit time prior to employee transfer, termination, or change in work schedule.

c. The use of credit hours like annual leave will be scheduled by the employee in advance. Credit hours must be earned before used. Final approval for use of credit hours is up to the supervisor based on mission needs. Credit hours are to be counted as a part of the basic work requirement to which they are applied. An employee is entitled to his or her rate of basic pay for credit hours, and credit hours may not be used by an employee to increase his or her entitlement to overtime pay.

d. Overtime hours for employees under Flexitour Work Schedule (FWS) programs are all hours of work in excess of eight in one day or forty in one week, which are officially ordered in advance by management. The requirement that overtime hours be officially ordered in advance also applies to non-exempt employees under Federal Labor Standards Act (FLSA).

COMPRESSED WORK PROGRAM

- I. Unit employees are eligible to participate in the Compressed Work Program subject to the following conditions:
 - a. Employees must choose between a four-day workweek or the 5-4/9 schedule.
 - b. Eligible employees who desire to participate in the Compressed Work Program must be on duty or appropriate leave during the core hours of 0900-1100 and 1300-1500. In addition, the scheduled workday will not begin earlier than 0630.
 - c. There is no provision in law for credit hours under a Compressed Work Program.
 - d. In order to ensure work center coverage on SDO's that coincide with holidays, the supervisor may temporally move the employee's SDO to meet mission requirements with appropriate notification. Refer to procedures in this Article, Section 9, Conditions and Restrictions, Paragraph 8.

ARTICLE 9 OVERTIME

SECTION 1

1. Management has the right to direct overtime (OT) for all employees. Overtime will be distributed fairly and equitably to all equally qualified employees in their assigned shop or office.

Article 9 Continued

- a. Supervisors will prepare, maintain, and post the OT roster for their section in an area accessible to all personnel. The roster will contain the names of all bargaining unit employees eligible for OT in the section, starting with the highest seniority using SCD. OT roster will run on a continuous basis and not on a calendar year. A new OT roster will be created once the last employee is credited with overtime. As OT is worked or credited the hours will be posted next to the name. If an employee turns down OT or is on leave/TDY, he/she will be credited on the roster with the actual hours worked for the situation. OT worked away from home station does not count toward the OT roster.
- b. Employees currently working the job will get first consideration for OT.
- c. Supervisors will notify employees of the need for OT as soon as it is obvious that OT will be needed.
- d. An employee on the job can seek relief from OT provided there is another eligible/qualified employee available to work the OT.
- e. If all available employees decline the overtime the supervisor may elect to direct the employee with the most recent SCD to perform the work. (All OT assignments will take into consideration personal circumstances and hardships.)
- f. OT begins immediately following the regular shift, unless the supervisor and employee agree to another arrangement.
- g. OT situations normally generate rest periods in situations where rest periods are granted as normal practice.
- h. Employees called back to duty on OT will be paid a minimum of two (2) hours OT. All OT in excess of two (2) hours will be paid for the number of hours actually worked. Each callout on the same day will be considered as a separate event. The same procedures in this section will be followed.
 1. Overtime continuous with the regular shift is not a call back.

SECTION 2

1. **Security Forces Overtime** - This section provides the rules which govern overtime for Security Forces DAF civilians in the 083 series. In the event that this guidance conflicts with other sections of the broader agreement, this section will take precedence.
2. **Overtime Procedures** - The following establishes overtime procedures and the process for requesting unscheduled leave:

Article 9 Continued

- a. All DAF civilians requesting unscheduled leave (leave not scheduled more than 8 hours prior to scheduled shift) will make a verbal request no earlier than 8 hours and no later than 15 minutes prior to the start of their shift.
- b. Once a shortfall is identified as the result of the unscheduled leave of a DAF civilian, the on-duty Flight Sergeant will attempt to fill the vacancy by soliciting for a volunteer from the DAF civilians who are present and working the current shift. The volunteer would be solicited to stay over and work for a maximum of a 4 hour period.
- c. To determine the order of solicitation, Flight Sergeants will maintain a priority list from which to offer the overtime and will post said list in an area accessible to all Security Forces employees. This list will be prioritized by seniority based on SCD (Service Computation Date). The Flight Sergeant will go down the list and offer the overtime to those present. The first qualified person on the list to accept this opportunity will then be placed at the bottom of the list for the next opportunity, and the list will rotate accordingly. Management may consider, but will not be required to offer overtime to any DAF civilian who is not already present for duty.
- d. Shortages may only be filled by qualified personnel, based on grade and duty position. For example, if an unscheduled leave results in a vacant Controller position, the overtime may only be filled by a DAF civilian qualified for that position.
- e. If no DAF civilians on the current shift volunteer to work overtime to cover the shortage for the following shift and/or are not qualified to fill the shortage, then Management may, at its discretion, fill the shortage in any of the following manners:
 - 1) Directing the Lowest ranking (by appropriate qualification, grade, and SCD) to stay for mandatory overtime up to 4 hours;
 - 2) soliciting off-duty, qualified DAF civilians to work the overtime, per the rotating list maintained by the Flight Sergeant; or
 - 3) by directing an AGR military member to cover the shortage.
- f. If the shortage period extends beyond the initial 4 hours into the following shift, then Management may, at its discretion, fill the shortage in any of the following manners:
 - 1) Directing the lowest ranking (by appropriate qualification, grade, and SCD) DAF civilian from the follow-on shift to come in early for mandatory overtime up to 4 hours;
 - 2) soliciting off-duty, qualified DAF civilians to work the overtime, per the rotating list maintained by the Flight Sergeant; or

Article 9 Continued

3) by directing an AGR military member to cover the shortage.

g. At no time will any DAF Security Forces member be expected or allowed to work an armed post for greater than 12 consecutive hours (excluding shift change-over periods), except in extreme situations directed by mission necessity, and approved by the Security Forces Commander.

3. **Applicability**- The procedures set forth above will apply in the following situations:

a. A Security Forces shift drops below the "*minimum manning" standard in accordance with the Force Protection Condition of the base at the time;

b. that such a reduction in manning is the result of unscheduled leave requested by a DAF civilian; and

c. that such a reduction in manning is (or will be) for a period of greater than 30 minutes. (projected period of less than 30 minutes may be covered by AGR military personnel)

* "minimum manning" is defined as the minimum number of posts (armed Security Forces positions) that the 910¹¹¹ Security Forces Squadron must provide to maintain an acceptable level of security for YARS, as determined by the Integrated Defense Council and incorporated in the Integrated Defense Plan.

ARTICLE 10 REASSIGNMENTS AND DETAILS

SECTION 1 Involuntary Reassignments

Any employee who is to be permanently reassigned from one functional area to another for reasons other than their own request will normally be given at least two weeks prior notice and provided with an explanation for reassignment. If the two weeks prior notice cannot be furnished, due to unusual circumstances, the employee will be informed of the reason for not having the two-week notice. If an employee objects to the matter directly related to an involuntary reassignment, the employee may request that a Union representative be present at formal discussions with their supervisor that relate to the involuntary reassignment.

SECTION 2 Voluntary Reassignments

An employee desiring a reassignment is responsible for self-nomination when the position is announced. Employees who have become incapacitated due to injury or illness will, with assistance from the Civilian Personnel Flight, be advised on proper course of action and be given every consideration possible, consistent with applicable directives.

Article 10 Continued

SECTION 3 Details

1. A detail is a temporary assignment of an employee to a different position for a specified period with the employee normally returned to their regular duties at the end of the detail.
2. Management has the right to fill vacant positions by promotion; reassignment, temporary promotion, detail, or other authorized procedures. Management will determine the most effective and efficient method for filling positions.
3. Details shall be used to meet temporary needs of the Employer's work program when necessary services cannot be obtained by other means. This includes, but is not limited to: meeting unusual workload demands; special projects; vacant positions, or employee absence. Supervisors should consider rotating details fairly and equitably among appropriate employees within the work center when recurring details provide experience for a higher graded position. Details or a series of rotating details should not be used for the purpose of avoiding a temporary or permanent promotion.
4. Management agrees that when an employee is detailed to a higher-grade position for less than 120 days and the employee is qualified for promotion and meets the requirements of the Merit Promotion Plan, the employee may be temporarily promoted in lieu of detail. For temporary promotions of 120 days or more, competitive procedures will be used.
5. Whenever possible a two-week notice will be given to the affected employee.
6. The Employer agrees that employees shall be recognized for the work they perform. Therefore, details in excess of 30 consecutive days will be processed by the supervisor and maintained as a permanent record in the employee's Official Personnel Folder (OPF).

ARTICLE 11 TRAINING AND DEVELOPMENT

SECTION I

Training and development of employees is a matter of mutual interest to both parties. The Employer will develop and maintain programs that will enhance individual development and competence. See AFI 36-401, Employee Training and Development, and other applicable regulations.

SECTION 2

The Employer will identify those areas where employees require additional training and development to maintain proficiency, enhance skills, and provide for technological advances. When two or more equally qualified employees of like grade and duties are determined to need training it will be distributed in a fair and equitable manner.

Article 11 Continued

SECTION 3

All training will be funded IAW applicable regulations. A Union representative will be invited to attend Wing Training Working Group meetings as an observer.

SECTION 4

Employees who complete Extension Course Institute (ECI) courses, military training, and other self-development courses are responsible for submitting the appropriate documentation to the appropriate personnel website to update their Electronic Personnel Record.

SECTIONS

An employee may make a request for appropriate training to their first level supervisor either orally or in writing. The supervisor will review each request and respond to the employee in a timely manner.

SECTION 6

Any training for special certificates or licenses required by the Employer, as a "condition of employment" shall be paid for by the employer. Any license fees shall be paid for by the employee.

ARTICLE 12 LEAVE

SECTION I Annual Leave

1. Annual leave is provided to employees to allow them time off for vacations, personal, and emergency situations. Leave approving officials will grant employees the annual leave they request based on work requirements. If two or more employees request the same leave period, the supervisor will attempt to resolve the issue.
2. Tentative vacation leave schedules will be established in January of each year to ensure that all employees are given an opportunity to schedule and to use any leave available to them for the year. When conflicts in leave schedules occur and the conflict cannot be resolved by mutual agreement, the employee with the longest service as determined by service computation date \\Till be entitled to the requested leave. Employees shall be pennitted to exercise this entitlement to seniority scheduling for all leave schedules established in January. Request for annual leave after the January schedule is completed will be honored on an equitable basis giving fair consideration to all employees.

Article 12 Continued

3. New employees to a section after the January schedule was approved will have their leave schedule honored if there is no interference with the approved January leave schedule of all other employees or no interference with work requirements. If there is a conflict, the supervisor will approve leave for such recently assigned employees for periods of time, which do not conflict with the January schedule and are acceptable to the supervisor. Under these circumstances, the newly assigned employee cannot exercise seniority for that leave year to resolve any conflict with the approved January leave schedule.
4. Leave that will become "use or lose" during the leave year will be scheduled for use at the time that the January yearly schedule is completed. These leave periods will be continually reviewed throughout the year to ensure their use within work priorities. As a minimum, a complete review will be made by each leave approving official at the end of June and at the end of September, and revisions made to the previous schedule, so that all "use or lose" is scheduled to be taken in that leave year.

SECTION 2 Sick Leave

1. Employees are responsible for requesting sick leave and notifying their supervisors when they are unable to report for work due to illness, injury, or disease. Such illness, injury, or disease will be reported within the first two hours of the employee's scheduled shift or as soon as possible thereafter if a medical condition or communications problem not within the control of the employee prevents reporting within the first two hours. When calling in for unscheduled sick leave, normally voice mail or speaking with another employee will be permitted, unless an individual supervisor establishes a different policy beforehand. If the employee is incapable of reporting their absence personally, the employee will make every effort to have their supervisor notified by a responsible party. Upon return to work, the employee will, upon request, provide their supervisor with the reason for not personally reporting the absence. Employees will notify their supervisors of the anticipated length of absences caused by illness, injury, or disease. If the absence is longer than the original notification, the employee must contact their supervisor to extend sick leave. Any other anticipated length of absence, which must be extended for medical reasons, will be reported to the supervisor as soon as possible.
2. For an absence of three consecutive workdays or less, the employee will not normally have to submit a medical certificate. When a supervisor requires an employee to submit a medical certificate for absence of three consecutive workdays or less, the supervisor must notify the employee in advance. For absences of more than three consecutive workdays, a medical certificate will be required, unless the employee was not attended by a physician. If they were not attended by a physician, the employee must present certification (annotated on OPM 71) that will show satisfactory evidence of their incapacitation.

Article 12 Continued

3. The employee is responsible for giving advance notice for scheduled sick leave for medical, dental, optical examinations, or treatments.
4. Advance sick leave will be recommended for approval or disapproval by the employee's leave approving official in accordance with governing regulations. The request will be forwarded to the division chief for approval after coordination with CPF.

SECTION 3 Administrative Leave (Dismissal)

1. Administrative dismissal is an absence from duty when employees are released from duty because all or part of an activity is closed, or it is in the public interest.
2. If the base is to close after the start of the normal workday, the Commander will inform the supervisors of the time, which, the employees may leave. Employees providing essential services will be required to stay, and will be paid overtime pay only when the employee works overtime.
3. Only employees in a duty status (not on leave) or expected to return from leave to duty status at the time of early dismissal will be excused with no charge to leave. Absent employees on leave that day continue to be charged for leave.
4. If the Commander elects to close the base prior to the start of the normal workday, those employees who had scheduled leave for that day will not be charged for leave.

SECTION 4 Liberal Leave

A liberal leave policy will be adhered to on Mondays and Fridays when a holiday falls on the adjacent Tuesday or Thursday. Employees wishing to take leave on these days will be allowed to do so provided management's needs can be met, and the mission of the unit will not be adversely affected.

SECTION 5 Voluntary Duty

Employees who can be spared without interference to essential agency operations and obligations will be excused without charge to leave to participate in emergency rescue or protective work such as fire, flood, or search operations.

SECTION 6 Other Leave

Other types of leave or absences, i.e., LWOP, Blood Donation (Maximum excused time should not exceed four hours), Court Leave, Family Medical, Family Friendly Leave (e.g. bereavement

Article 12 Continued

and funeral of eligible family member), Excused Absence, Voting, etc., will be requested from the appropriate leave approving official in the same manner as annual and sick leave with appropriate documentation supplied by the employee as required by applicable regulations. The granting of such leave will be in accordance with the governing regulations authorizing such.

SECTION 7 Unscheduled Leave Reporting

The supervisor has the authority to set procedures for their employees for reporting unscheduled leave. When calling in for unscheduled leave, voice mail or speaking with another employee will be permitted unless the individual's supervisor establishes a different policy beforehand.

ARTICLE 13 POSITION DESCRIPTIONS (PD), CORE PERSONNEL DOCUMENTS (CPD) AND POSITION CLASSIFICATION

SECTION 1 Position Descriptions/Core Documents

1. Position descriptions contain the principle duties, responsibilities, and supervisory relationships for purposes of classification and may be used for training and qualification determination.
2. Core Personnel Document - a single document which contains duties and responsibilities for determining proper classification (position description); recruitment knowledge, skills and abilities (KSAs) for staffing of the position; and performance elements and standards for appraising employee performance (performance plan).
3. Employees may be required to perform other reasonable and related duties, which may not be described in their PD/CPD. Prior to requiring such work, when warranted, supervisors will insure that employees so assigned are properly briefed/trained in those additional duties and safety considerations are adhered to. Major duties assigned outside the PD/CPD that become regular and recurring will be incorporated into the PD/CPD. License requirements of any position will be identified in the PD/CPD and be specific as to the type of license and endorsements required.

SECTION 2

Position classification will be in accordance with AFI 36-1401, AFD 36-14 and other applicable rules and regulations. Any employee who believes their PD/CPD is improperly classified, that is, the title, series, grade, occupational group, or pay system is incorrect, may consult their supervisor for clarification. Should the supervisor be unable to resolve the employee's concerns, arrangements will be made for a discussion among the supervisor, the position classification specialist and the employee. If these discussions fail to resolve the issue,

Article 13 Continued

the employee may file a classification appeal following governing instructions (DOD Instruction 1400.25-M) and other applicable rules and regulations. An employee may elect representation at any point in the informal or formal stages. Filing a position classification appeal does not deprive the employee of their rights to appeal any relative adverse action in accordance with applicable laws and regulations.

SECTION3

The employer agrees to make available for review all new or revised position classification standards and directives affecting the classification of positions.

SECTION 4

Supervisors should review PD/CPDs at least annually with employees to ensure that they contain an accurate and adequate statement of each major duty currently assigned and performed. All discrepancies should be addressed at this time.

SECTIONS

The Union shall be notified in advance when an action is anticipated that may have an adverse effect on an employee's pay or status. This applies to classification actions only.

ARTICLE 14 SECURITY

In the efforts of increasing security on the installation, security cameras, electronic surveillance equipment, and access control systems are installed in different facilities and the Flight Line area of the base. These systems will be used exclusively for security purposes only. These security systems will not be used by management to monitor employee's performance or used for adverse actions against employees whose work activities are recorded by these systems unless related to a security violation.

ARTICLE 15 REDUCTION IN FORCE

SECTION 1

Management agrees to notify the Union of pending Reduction In Force (RIF). RIFs will be administered in compliance with this Article, 5 CFR Part 351 and all governing statutory and government-wide rules and regulations. Management further agrees to consider other means of achieving reductions in lieu of RIF.

SECTION2

Management will provide information needed by employees to assist in their understanding of the RIF and how they will be affected.

Article 15 Continued

SECTION 3

An employee who may be affected by a scheduled closure; major reduction-in-force; notification of separation or change to lower grade, for any reason except personal cause, may be excused, without charge to leave, for any placement interview scheduled for the employee by the Civilian Personnel Flight (CPF). Such a placement interview may be with another federal agency, a local organization, or a private business concern in the commuting area. Employees will notify their supervisor in advance of the requested date and time of the interview. Questions as to appropriateness of the use of administrative leave will be referred to the CPF. Except as provided above, absence for other placement interviews will be requested as annual leave or LWOP through the appropriate leave-approving official. Such leave requests will be considered for approval consistent with work requirements and normal leave requirements.

SECTION 4

The Employer, in cooperation with the Union, will provide assistance and guidance to adversely affected employees regarding completion of resumes, applications, and registration in placement programs. Guidance and processing will be allowed during official duty time by making arrangements through the immediate supervisor.

SECTIONS

A request for special authority from the Office of Personnel Management through proper HQ USAF channels, to offer voluntary early retirement will be made by the CPF in those situations where such a request can be considered.

SECTION 6

Employees affected by reduction-in-force will be individually shown, upon their request, the retention register upon which their name appears, and any other pertinent documentation which affects them. Upon request an employee may be accompanied by a Union official.

SECTION 7

The applicable provisions of 5 USC 4103 (b) (1), training or placement in a different agency, will be explored by the CPF in as much as implementation is not totally within the authority of this agency.

SECTIONS

The competitive area for reduction-in-force purposes is all positions serviced by the 910th AW CPF in the commuting area.

Article 15 Continued

SECTION 9

Employees to be separated by RJF will be given at least sixty (60) days advance specific written notice prior to separation. A lower standing employee, identified for separation by RIF, upon their request, will be allowed annual leave not to exceed 90 days so that they will be able to attain first eligibility for an immediate retirement benefit and/or establish eligibility to carry health benefits coverage into retirement during the period represented by the amount of the employee's accrued annual leave. This temporary extension will be allowed as long as it does not affect a higher standing employee who is released ahead of a lower standing employee. Reference 5 CFR 351.608 (d) (2).

SECTION 10

When it is known that a RIF will affect a substantial number of employees, management will consider implementing a limited hiring and placement freeze.

SECTION 11

If no one, identified for release from a competitive level, is qualified for a specified vacant position, the Employer may waive qualification standards IAW controlling directives for vacant positions, if in so doing, the employee would be able to perform the assignment without interruption as defined in controlling directives.

ARTICLE 16 TRAVEL/TEMPORARY DUTY (TOY)

SECTION I

Employees traveling on official business will perform such travel and be compensated for it in accordance with DOD Joint Travel Regulations, the FLSA, and other applicable laws, currently in force.

SECTION 2

Refer to AFRCI 36-803 for special provisions on employees performing flying duties.

SECTION 3

1. When feasible, TDY travel is scheduled during the basic workweek. It is recognized that situations may develop when the employee will be required to travel away from their official duty station outside their regularly scheduled work hours. Travel should constitute hours of employment for purposes of overtime entitlement when:
 - a. It meets one of the conditions identified in Title 5 CFR 550.112, or;

Article 16 Continued

- b. for a non-exempt employee, when it meets the conditions of 5 CFR 551.422 implementing the FLSA.

SECTION 4

As required by law and current regulations, employees who are TDY are required to utilize government quarters in order to be reimbursed a lodging expense, when adequate quarters, as defined in regulations, are available.

SECTIONS

Where mission requirements permit a choice of mode of travel, employees may exercise this choice. Where an employee exercises this option, it is understood that the JTR will limit reimbursement to the constructive cost of travel by the method directed and that excess travel time will be chargeable to annual leave, if appropriate.

SECTION 6

When an emergency arises during TDY, which involves a member of an employee's immediate family, the employee shall be returned to their official duty station when possible. The employee shall request approval of return travel from an appropriate official, e.g., immediate supervisor. The employer will provide transportation when possible and authorize payment for travel to the extent possible under applicable laws and regulations.

SECTION 7

The required method for travel expenses will be the Government credit card if issued as cited in Public Law 105-264.

ARTICLE 17 SAFETY/HEALTH

SECTION 1

The Employer will provide a safe and healthy workplace for all employees in compliance with all applicable laws, rules and regulations.

SECTION 2

The Employer and Union will work together on the prevention and correction of all accidents and unsafe working conditions. The Union will have a representative and alternate representative on the Combined Safety Council.

Article 17 Continued

SECTION 3

The Employer will provide emergency medical services for any employee injured while on duty. The Employer will provide transportation to a medical facility when required by the severity of illness or injury. If transportation is by private conveyance, expenses will be paid by the employee, and the employee may submit appropriate paperwork to the Office of Worker's Compensation for consideration. Handling of seriously ill persons will be IAW DODI 1400.25-M.

SECTION 4

Employees must promptly and accurately report job related injuries or illnesses to their supervisors, unless precluded from doing so by the severity of the injury. The Employer will ensure that appropriate forms are provided to employees for that purpose, and provide assistance in completion of the forms.

SECTIONS

When duties involving special hazards must be performed, the Employer agrees to indoctrinate the employees who will perform the duties as to the hazards and proper work methods. Health and Safety Training will be accomplished in accordance with laws and regulations. The Employer agrees to furnish all special tools, protective clothing, and personal protective equipment as required. Management will ensure that employees will receive adequate government time to obtain necessary equipment and will be provided transportation if requested. The Union will assist in enforcing the use of protective measures, clothing and equipment.

SECTION 6

When the Employer determines that the effective temperature in a particular work area or site exceeds recognized standards for the type of work being performed, the Employer will take precautionary measures to reduce the risk to employees so exposed. This determination may be made in conjunction with the Base Safety Office. Supervisors will be sensitive to chill factors and other indications of severe weather, and will minimize exposure to severe weather.

SECTION 7

The employer recognizes its ultimate responsibility to resolve health and safety hazards. Safety discrepancies will be corrected by management on the spot or as soon as possible upon notification by anyone. The Union will require that all employees abide by established safety rules, regulations and directives, and to report any known unsafe conditions to their supervisor or the appropriate authority. When an employee performing official duties believes they are exposed to a health or safety hazard which presents an imminent danger which may cause death, injury, occupational illness, loss of a faculty, or major property damage, said employee shall cease the activity in order to immediately contact the nearest available supervisor. The

Article 17 Continued

supervisor or subject matter expert will make an evaluation of the working condition and make a decision as to whether it is safe for an employee to resume the work.

SECTIONS

Chemicals will not be used unless they have been approved by the Bioenvironmental Health Office and are accompanied by an appropriate Safety Data Sheet (SDS).

SECTION 9

The Employer agrees that applicable rules and regulations relative to Environmental Differential Pay will apply.

SECTION 10

The employer agrees to furnish the Union a copy of all annual environmental health surveys as requested.

SECTION 11 Worker's Compensation

1. Employees who are injured or contract an illness on the job will be provided medical care and compensation as provided for by the Federal Employee's Compensation Act.
2. An employee who receives a disabling job related traumatic injury will be advised by management that they can apply for continuation of regular pay (COP) up to forty-five days. COP will not exceed forty-five consecutive calendar days from the date of injury, unless the claim is controverted. If the controversy is approved by the Office of Worker's Compensation (OWC), those portions of the forty-five days already remitted to the employee, at the employee's option, will be charged to annual, sick leave or leave without pay.
3. Any questions pertaining to workers compensation can be addressed through the CPF.

SECTION 12

The Employer will take reasonable steps to accommodate the needs of employees who are unable to perform normal duties due to a temporary disability. It will be the employee's responsibility to provide medical documentation acceptable to the Employer at the time light duty or other accommodations are requested. The Employer shall be responsible for identifying temporary work for the employee to perform within the medical restrictions and taking into account mission and production needs.

Article 17 Continued

SECTION 13

The parties agree to promote employee awareness and concern for health and fitness issues. This may include sponsoring seminars/medical awareness health fairs on issues such as stress management, AIDS, drug/alcohol abuse, and other related health issues.

ARTICLE 18 EMPLOYEE PERSONNEL FILES

SECTION 1

The employer shall establish, maintain, and retain employee personnel records in accordance with applicable law, rule, regulations and this Agreement. The Personnel Files are defined as: The eOPF (Electronic Official Personnel Folder) which is maintained at the Office of Personnel Management: Supervisor's Employee Work Folder which includes AF Form 971 and EPF (Employee Performance File) are maintained by the employee's supervisor.

SECTION 2

Personnel records kept by an employee's supervisor will be maintained in a secure manner. The files (AF 971 & EPF) must be convenient for making frequent entries and for easy review by the Civilian Personnel Flight, higher level supervisors and others authorized to make such a review.

SECTION 3

The documentation of the AF 971 will be accomplished in a timely manner. No derogatory material, which may reflect adversely on an employee, will be placed in the employee's AF Form 971 without the employee's knowledge unless required by law, rule or regulation. Employees have a right to see and initial notes concerning performance or conduct, and may review the contents of their Employee Work Folder upon request.

SECTION 4

If an employee chooses to allow third party access to the AF Form 971, the employee must specifically address this issue in writing.

ARTICLE 19 GRIEVANCE PROCEDURES

SECTION I Introduction

The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision.

SECTION 2 Union Representation

1. The Union has the right, in its own behalf or on behalf of any employee in the unit represented by the exclusive representative, to present and process grievances.
2. An employee has the right to present a grievance on the employee's own behalf, however, the Union has the right to be present during the grievance proceeding.

SECTION 3 Grievances

In as much as dissatisfaction and disagreements arise occasionally in any work situation, the filing of a grievance by an employee will not be construed as reflecting unfavorably on the employee's good standing, performance, loyalty and desirability to the organization.

SECTION 4 Exclusions

- I. Excluded from the grievance procedure are those matters covered by Title 5 USC 7121, in addition the following matters are excluded:
 - a. Management Rights;
 - b. Failure to adopt a suggestion, or a decision to disapprove a quality step salary increase, performance award, or other type of honorary or discretionary award;
 - c. A notice of proposed disciplinary action or adverse action presented in accordance with appropriate procedures;
 - d. Non-selection for promotion from a group of properly ranked and certified candidates when the sole basis for the grievance is an allegation by an employee that he or she is better qualified than the person selected;
 - e. The separation of employees during the probationary status in Federal Civil Service.

Article 19 Continued

SECTION 5 Grievability

Questions as to whether or not a matter is grievable subject to the terms of this Article shall be submitted to a third party for a grievability determination. Grievability may be challenged at any point in the grievance procedure.

SECTION 6 Avenue of Complaint

Complaints involving prohibited discrimination regarding race, color, religion, sex, national origin, age, handicap, marital status or political affiliation may be raised under the negotiated grievance procedure or the statutory procedures referred to in 29 CFR 1614, but not both. An employee shall be deemed to have exercised the option at such time as the employee initiates the action (Step 1 of the grievance procedure).

SECTION 7 Group Grievances

An identical grievance, or substantially similar grievance, by two or more employees will be considered as a single grievance. A decision on such grievances applies to all employees in the group and each is given a copy of the decision. An employee may withdraw from a group grievance, in writing, any time before a decision is rendered; however, the employee may not then initiate the same, or a substantially similar grievance. Union representation will normally be limited to one representative for a group grievance.

SECTION 8 The Grievance Steps

- I. Informal resolution: To expedite resolution of complaints the employee, and a representative if requested, will informally present the complaint to the immediate supervisor within ten (10) workdays of the event causing the complaint. The complaint will be presented in private at a mutually agreed to time. The union representative will notify Civilian Personnel to assist with the informal resolution, the first level supervisor must respond within five (5) workdays of the meeting.
2. Alternative Dispute Resolution (ADR) may be utilized at any step during the grievance procedure if both parties agree. Time limits for the grievance procedure will be held in suspense during the ADR process. If settlement is not reached the grievance procedure will continue as follows.
3. If not resolved informally, individual employee grievances will be processed in accordance with the following procedures:

Step 1: A formal grievance will be presented within five (5) workdays of the supervisor's informal decision or ADR. After initial grievance is filed no new issues/complaints will be added. The grievance to be pursued under these procedures must

Article 19 Continued

be presented by an employee and/or a Union Representative, in writing, to the immediate supervisor and a copy to the LRO. As a minimum, the written grievance will contain the grievant's name, duty assignment, work phone, specific nature of the grievance with reference to the contract section, past practice, law, rule, or regulation, the corrective action desired, and the name, work center, and phone number of any requested union representative who will be representing the employee. The supervisor has five (5) workdays to respond in writing to the complaint. In attempting to resolve the issue, the supervisor may discuss the matter with the employee, the representative, or anyone else considered by the supervisor or the grievant to have information pertinent to the resolution.

Step 2: If the employee is not satisfied with the decision reached in Step 1, the grievance will be presented to the division chief within five (5) workdays of receipt of the decision from the supervisor involved in Step 1. The division chief will meet with the grievant, the designated representative, and others deemed appropriate to reach a written decision within five (5) workdays of receipt of the grievance.

Step 3: If the employee is not satisfied with the decision reached in Step 2, the grievance will be presented to the Group Commander within five (5) workdays of receipt of the decision from the division chief involved in Step 2. The Group Commander will meet with the grievant, the designated representative, and others deemed appropriate to reach a written decision within five (5) workdays of receipt of the grievance.

Step 4: If the employee is still not satisfied with the decision reached in Step 3, the grievance will be presented to the Wing Commander, within (5) workdays of the receipt of the decision from the Group Commander involved in Step 3. This request must contain the reasons the complainant feels the Step 3 decision was not satisfactory. The Wing Commander will meet with the grievant, the designated representative and others deemed appropriate to render a written decision within fifteen (15) workdays of being presented the grievance. This decision is final unless the Union wishes to invoke arbitration IAW Article 20.

SECTION 9 Time Limits

Time limits specified in the procedure may be extended only by mutual consent of the parties. Requests for extension and approval/disapproval must be in writing. If time limits are not met, by either party, a late request for an extension may be filed within three workdays after the due date. The request will include reasons why the time limit was not met and state that the procedure will be met within three workdays. Union reserves the right to proceed to the next step if management does not meet time limitations.

SECTION 10 Employer Grievances

Employer grievances will be presented by the Wing Commander or designated representative to the Union in writing. The Union president, or a designated representative, and the Commander, or a designated representative, will meet within ten (10) workdays after receipt of the grievance

Article 19 Continued

to discuss the matter. The Union will give its answer to the Commander or the designated representative within ten (10) workdays of the meeting. The employer may, within twenty (20) workdays of receipt of the Union decision, refer the grievance to arbitration by notifying the Union in writing.

SECTION 11 Union Grievances

Union grievances are submitted in writing to the Wing Commander through the LRO. The LRO or a designated representative will meet with the Union President or a designated representative within ten (10) workdays after receipt of the grievance to discuss it. The Wing Commander or designated representative will meet with the Union President, and others deemed appropriate, to discuss the grievance within ten (10) workdays after the meeting with the LRO. The Commander or a designated representative shall give the Union a written decision within ten (10) workdays after the meeting. This decision is final unless the Union wishes to invoke arbitration.

ARTICLE 20 ARBITRATION

SECTION 1

If Management and the Union fail to settle any issue processed under the negotiated grievance procedure, such issue may be submitted to arbitration upon written request by either party within 20 workdays after issuance of the final decision rendered in the final step of the grievance procedure.

SECTION 2

Within five (5) workdays of the date of the request for arbitration, the Employer will submit a joint request to the Federal Mediation and Conciliation Service to provide a list of five qualified arbitrators. The parties shall meet within ten (10) workdays after receipt of such list to select an arbitrator. The Employer will have the opportunity to strike first, and then each party will alternatively strike one arbitrator from the list and the remaining person will be the duly selected arbitrator.

SECTION 3

The Federal Mediation and Conciliation Service (FMCS) will designate an arbitrator to hear the case in the event either party refuses to participate in the selection of an arbitrator or upon inaction or undue delay on the part of either party.

SECTION 4

The arbitrator's fee and all other expenses of the hearing shall be equally shared by both parties.

Article 20 Continued

SECTION 5

The arbitration hearing will be held, if possible, on the Employer's premises during the regular days and shift hours of the basic workweek. The Union is allowed the same number of advocates to participate in the hearing as designated by management, but the number shall not be less than two. Both parties will be allowed an observer for training purposes during all hearings if agreed to by the arbitrator.

SECTION 6

In the event either party should declare an issue non-arbitratable or untimely that will be the first issue decided by the arbitrator. The arbitrator's authority is limited to only the issue(s) that has been addressed in the grievance.

SECTION 7

The arbitrator will be requested to render their decision as quickly as possible. The arbitrator's decision shall be binding on the parties; however, the Agency or the Union may file exceptions to an award under the provisions of 5 USC Chapter 71.

ARTICLE 21 PERFORMANCE MANAGEMENT

SECTION 1

Performance Management will be administered in accordance with AFI 36-100 1 and all applicable laws and regulations.

SECTION 2

The performance appraisal plan provides for evaluating an employee's performance based on objective criteria related to the employee's position. An employee's disagreement with their performance appraisal rating may be processed by the grievance procedure (which includes Alternative Dispute Resolution).

SECTION 3

Employees are encouraged to participate in the development of performance standards for their position; however, the final decision on elements and standards rests with management. The supervisor and employee should review standards/elements during the annual performance evaluation. When the employer counsels an employee about poor work performance the employee may request to have a Union representative present.

Article 21 Continued

SECTION 4

1. If an employee's performance becomes unacceptable at any time during the appraisal cycle, the supervisor will notify the employee in writing to include a performance improvement plan which will state the following:
 - a. What elements are making the performance unacceptable.
 - b. How performance is unacceptable.
 - c. What the employee must do to remain in the position, to include possible training, closer supervision, counseling, etc.
 - d. The opportunity period for improvement should be a reasonable amount of time, which should be at least 90 days.

SECTIONS

After proposing a demotion or removal for any unacceptable performance, the employee will be given a fifteen (15) calendar day period to respond to the proposed action.

SECTION 6

- I. Performance appraisals will be based on the performance of an employee in the current appraisal period and using the standards from the current appraisal period performance plan.
 - a. Supervisors will provide at least semiannual performance counseling sessions.
 - b. More frequent performance counseling sessions should be held as the situation dictates.
 - c. If the semiannual performance review is lower than the previous annual rating the supervisor will advise the employee. At the employees request the supervisor will discuss ways to return the employee's performance to the previous rating.

ARTICLE 22 DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1

The parties agree that all discipline is designed to correct and improve an employee's conduct or performance. Supervisors counseling employees on inappropriate conduct or performance will normally be accomplished in a timely manner. However, the severity of the offense may require appropriate disciplinary action to be initiated without the need for previous counseling sessions.

Article 22 Continued

All disciplinary actions must follow the procedures outlined in Air Force Instruction (AFI 36-704) or its successor regulations. Supervisors should avoid bringing forth separate causes of actions in one proposed disciplinary action unless a relationship between the actions can be identified. All disciplinary actions must be coordinated through the CPF.

SECTION 2

1. Disciplinary action is defined as oral admonishment, written reprimand, suspension, removal or reduction in grade or pay. Alternative disciplinary sanctions will also be considered. Counseling sessions are not disciplinary actions.
2. The following are also adverse actions: removals, suspensions of more than fourteen (14) days, reductions in pay or grade, or furlough for thirty (30) days or less. It does not include a suspension or removal under 5 USC 7532, security clearance issues, or a reduction in grade or removal under 5 USC 4303, unacceptable performance.
3. Actions resulting from reduction in-force are not covered by this article.

SECTION 3

1. If the employee believes disciplinary actions may result, during questioning or counseling, the employee has the right to request a representative to be present. If the employee decides that a representative is desired and if warranted, the session will cease until the supervisor has made arrangements for a representative to be in attendance. The Union will have a reasonable opportunity to attend but after the second notification the investigation will continue.
2. The Employer will provide the employee an opportunity to review all documents pertaining to the case. The Employer will provide one (1) copy to the employee of all documents used to build their case.
3. All questioning will be done in private and no information will be disclosed to those who do not have a need to know.
4. No employee will be the subject of a disciplinary action except for just and sufficient cause. Management will initiate the inquiry while the information is fresh and readily available. Normally, action will be initiated as soon as the facts are known.

SECTION 4

All records of questioning, counseling, or documentation of oral admonishment/letter of reprimand shall be removed from the Supervisor's employee record within 24 months of the

Article 22 Continued

incident unless further incidents occur. With exception, mandatory Employee Assistance Program (EAP) referrals on drug or alcohol issues will remain in the file for up to 60 months unless further incidents occur.

SECTIONS

An employee faced with suspension or removal shall remain in pay status during the notice period when authorized by law, rule, or regulation.

ARTICLE 23 DUES WITHHOLDING

SECTION I

An employee in the bargaining unit may authorize a voluntary allotment for payment of Union dues provided the employee has voluntarily submitted a properly completed Request for Payroll Deductions for Labor Organization Dues (SF Form 1187) and has a sufficient amount of net pay remaining to cover the amount of the allotment after all other required deductions have been made.

SECTION 2

The Union will process all voluntary authorizations and forward the form to the CPF. After the CPF verifies bargaining unit status, they will forward SF 1187 to FM in a timely manner. Deductions will commence upon the first full pay period following receipt in the civilian payroll office.

SECTION 3

Union dues will be withheld from each regular pay period. The biweekly dues amount will be determined by the Union. When the amount of regular dues is changed by the Union, the chief of the applicable pay section will be notified, in writing, by the treasurer or designated representative of the Union of the amount of the amended dues. The amended amount will be put into effect at the beginning of the first full pay period following receipt of the notice by the chief of the applicable pay section.

SECTION 4

1. The Employer will terminate an allotment when:
 - a. The Union loses exclusive recognition;
 - b. An employee initiates action to revoke their allotment by completing and submitting a SF 1188 to the Union or Civilian Personnel. The Union will submit the request to FM within a timely manner. Such revocation will be effective the

Article 23 Continued

first full pay period following one year from the date the employee signed the SF 1187;

- c. Notification is received that an employee has been suspended or expelled from the Union.

SECTIONS

- 1. The employer will process dues deductions and related reports as follows:
 - a. FM will input requests for payroll deductions for Union dues into the Defense Civilian Pay system in a timely manner and forward a copy of the SF 1187 to AFGE Local 1952 confirming the dues deductions.
 - b. FM will correct and adjust errors in dues withholding as soon as possible after discovery of the error.
 - c. CPF will furnish AFGE Local 1952 with the employee organization biweekly dues report in a timely manner.

SECTION 6

Employer agrees to add to the Civilian Out-Processing Checklist that dues paying members contact a union official or the union office when out-processing.

ARTICLE 24 TOBACCO USE

GENERAL

The parties recognize that smoking is a significant health hazard for smokers and non-smokers alike, and that the Air Force discourages the use of all tobacco products. The parties also recognize that the use of tobacco products is legal and provisions should be made to try to accommodate the use of such products without unduly infringing on the rights of non-tobacco users. The purpose of this article is to ensure that, in implementing and enforcing a smoking policy, an equitable balance is maintained between the rights of smokers to smoke and non-smokers to a smoke-free environment.

SECTION I

Smoking receptacles (butt cans) may be placed outside the entrance to buildings and facilities for the purpose of extinguishing tobacco products before entering. These containers should be placed at a distance so as not to allow smoke to be drawn into the building or facility when the door is opened. The location of these containers does not constitute a "Designated Tobacco Use Area."

Article 24 Continued

SECTION 2

The use of loose/spit tobacco (that used by "dippers" and "chewers") is allowed in areas other than "Designated Tobacco Use Areas" provided that reasonable efforts are made to ensure that its use will not unduly offend others. If there is any reasonable objection to its use in certain areas, on a case-by-case basis, the rights of the complainant(s) will prevail. Spitting tobacco is not permitted on pavement and hard surface areas.

Electronic Nicotine delivery devices shall not be used indoors.

ARTICLE 25 COMMERCIAL ACTIVITIES (CA)

SECTION 1

Management agrees to consult with the Union regarding any review of a function or contracting out within the bargaining unit as allowed by law, rule, regulation, Office of Management and Budget (OMB) circular A-76 and this agreement.

SECTION 2

Periodic briefings will be held between the activity commander or representative and the local Union President or representative to provide both parties with information pursuant to OMB Circular A-76 on information affecting unit employees.

SECTION 3

Once an activity containing bargaining unit employees is to be considered a possible candidate for commercial activity review or has been announced to Congress for study, the Union will be afforded the opportunity to be represented on the Wing working group and at discussions which are not an integral part of management's deliberation process or are not prohibited by laws, rules, or regulations, leading up to and including opening bids.

SECTION 4

The Employer and the Union recognize the "right of first refusal" required by OMB Circular A-76. It provides that the contractor shall give government employees, displaced as a result of conversion to contract performance, the right of first refusal for contractor employment.

However such refusal may, in accordance with applicable law and regulations, affect the employee's entitlement to severance pay. Any disputes over compliance with OMB circular A-76 shall be addressed in accordance with the provisions in OMB circular A-76.

ARTICLE 26 INFORMATIONAL PICKETING

SECTION 1

The Union, at their discretion, shall be allowed to establish informational picketing at the outside of each active entry control point to Youngstown Air Reserve Station providing such activity does not conflict with local, State or Federal law. This activity must also not interfere with the ingress or egress of base employees and/or visitors to the installation. The Union will make a reasonable effort to notify Management of their intent to picket.

SECTION 2

Employees shall be allowed to participate in this picketing on annual leave, leave without pay (LWOP), or on their off duty time.

SECTION 3

Leaflets and other material may be handed out.

SECTION 4

The site of the picketing will be restored to its previous condition at the conclusion of the activity, and leaflets and any other materials associated with the picket will be removed and properly disposed of

ARTICLE 27 PROMOTIONS

SECTION 1

Merit promotions will be conducted IAW applicable laws and regulations. The employer will ensure that all employees will have access to the latest information on merit promotion procedures. This information will also be provided to new employees during in processing.

SECTION 2

Management recognizes the importance of maintaining high morale and should try to select from within the organization.

SECTION 3

The employees and labor organization will be kept informed of any changes to the promotion system. Employees will be advised periodically of their obligations to update their experience records to enter any data, which would serve to enhance qualifications for future job placements. The vacancy list will be provided to the labor organization.

Article 27 Continued

SECTION 4

Any employee, who believes that his/her experience was not properly documented, was incorrectly rated or believes that the regulation was not followed, has the right to address their complaint with their Human Resources Specialist or the local labor organization. A promotion file sufficient enough to reconstruct the competitive action will be kept on file for a minimum of 90 days. If a complaint or grievance has been filed on a particular promotion, that promotion file will be maintained until the dispute is resolved. The union shall have access, consistent with laws, rules and regulations, to all pertinent information used in the process of filling vacancies for the purpose of processing and filing a grievance, EO complaint or an appeal.

ARTICLE 28 EMPLOYEE ASSISTANCE PROGRAM

SECTION 1

The Employee Assistance Program (EAP) is a service that helps civilian employees find solutions to alcohol or drug abuse problems as well as other personal, emotional, family or financial problems. The Employer agrees to utilize an EAP to aid employee with drug and alcohol abuse problems and create an overall awareness of its availability to the work force. There is no charge for an EAP consultation.

SECTION 2

The parties agree that any referral to an EAP for a drug/alcohol problem/ or subsequent rehabilitation is non-disciplinary. Mandatory EAP referrals on drug or alcohol issues will remain in the employee's 971 for up to sixty months unless further incidents occur. Employees are strongly encouraged to participate fully in the interview/rehabilitation process. The parties recognize that an EAP is designed to deal forthrightly with problems at an early stage when the situation is more likely to be correctable.

SECTION 3

When an employee's behavior, conduct, or overall job performance is unacceptable, and information either by medical evaluation or the employee's own admission attributes to the underlying cause to drug and/or alcohol problems, the supervisor will attempt to implement the program.

SECTION 4

Employees undergoing a treatment program prescribed by the EAP will be granted sick leave, annual leave, or leave without pay, as appropriate under governing directives. Employees may request, and should normally be granted, deviations to their work schedules to preclude excessive loss of leave while undergoing treatment.

Article 28 Continued

SECTIONS

A Union designated representative will be given the opportunity to attend base workshops, conference, and training sessions specifically designed to acquaint employees with the EAP.

ARTICLE 29 INCLEMENT WEATHER OR EMERGENCY CONDITIONS

SECTION 1

If it becomes necessary to close this installation due to weather or other emergency conditions, appropriate procedures will be utilized. If an employee is not notified, they should call the base status line (330-609-1800) to determine if the base is open. If the base is open, but the employee thinks travel would be unsafe, a liberal leave policy will be in place. Employees are still required to contact their supervisor to request leave for these conditions.

SECTION 2

Firefighters and Security Forces Personnel are considered mission essential employees. Management will determine which other employees are mission essential by taking into consideration the work situation and mission requirements. The employer will notify those employees that they are mission essential as necessary.

ARTICLE 30 EFFECTIVE DATE, DURATION, AND CHANGES

SECTION 1

This agreement will remain in full force and effect for three (3) years from the date of its execution, the date signed by the parties. However, the provisions do not become effective until the date of approval by Department of Defense. If the Agreement is not approved or disapproved within 30 days from the date of execution by the Parties, then the provisions of 5 USC 7114(c) shall apply. If neither Party gives notice of its intent to negotiate a new agreement, the agreement will be automatically renewed for succeeding periods of one (1) year. However, either Party may give written notice to the other Party, not more than ninety (90) days or less than sixty (60) calendar days prior to the expiration date, of its intention to negotiate a new agreement. Negotiations shall then begin within thirty (30) calendar days, or another mutually agreed to date.

SECTION 2

Any supplements or amendments to this agreement that are entered into by the Parties shall become a part of this agreement, and will terminate at the same time as this agreement unless otherwise expressly agreed to in writing by the parties. Any change to this agreement will be effective upon approval by the DoD Civilian Personnel Advisory Service (DCPAS).

Article 30 Continued

SECTION 3

Both parties agree that this Agreement must be in conformance with existing published Department of Defense and Air Force regulations, regulations of other appropriate authorities, and applicable laws. If the Contract is reopened for mandatory changes required by law, or other competent authority, only the mandatory changes shall be considered.

SECTION 4

1. Upon receipt of a change of law or regulation, which constitutes a change in personnel policies, practices and matters effecting working conditions, management will, as soon as possible, notify the Union of such changes.
2. Prior to implementation of regulations from higher headquarters and other local procedures (i.e., OI's, AWI's, etc.) affecting personnel policies, practices, procedures and working conditions, the union will be notified for negotiations to the extent that there is a change from those currently stated. The Employer will provide the Union ten (10) calendar days to present their concerns or request a meeting to discuss matters appropriate for negotiation. Extensions may be granted. Negotiations may be conducted by oral or written means.

If concerns cannot be resolved through the initial process, alternative processes may be used (i.e. quality process, Interest Based Bargaining, Position Based Bargaining, etc.). If agreement cannot be reached on an issue that is not substantive, the Employer may implement. Disagreement with implementation permits third party review, e.g., Federal Mediation Conciliation Service (FMCS) or the Federal Services Impasse Panel (FSIP) for third party review.

3. If the union proposes a matter appropriate for negotiation, the Union will follow the same process as the employer, excluding implementation.

DEFINITIONS

1. Confidential Employee - means an employee who acts in a confidential capacity to an individual who formulates or effectuates management policies in the field of labor-management relations.
2. Timely Manner - means "reasonable" - could vary depending upon situation.
3. Compensatory Time (Comp Time)-Compensatory time off is:
 - a. Time off with pay in lieu of overtime pay for irregular or occasional overtime work, or
 - b. when permitted under agency flexible work schedule program, time off with pay in lieu of overtime pay for regularly scheduled or irregular or occasional overtime work.
4. Overtime: when used with respect to Flexible Work Schedule (FWS) programs, refers to all hours in excess of 8 hours in a day or 40 hours in a week that are officially ordered in advance, but does not include credit hours. With respect to Compressed Work Schedule (CWS) programs, overtime hours refers to any hours in excess of those specified hours for full time employees that constitute the compressed work schedule.
5. Credit Hours - means those hours within a flexible work schedule that an employee effects to work (with supervisory approval) in excess of his or her basic work requirement so as to vary the length of a workweek of workday.
6. Commuting Area- as related to the Priority Placement Program - generally, the area within which registrants can be reasonably expected to commute daily between their permanent residence and duty station, as determined by the registering activity.
7. Major Duties - 'Major duties" are those which represent the primary reason for the position's existence, and which govern the qualification requirements. Typically, they occupy most of the employee's time.

PRIMARY NEGOTIATORS

For AFGE Local 1952

