

**THE AMERICAN FEDERATION OF GOVERNMENT  
EMPLOYEES, LOCAL 1778**



**2012 as Amended  
APPROPRIATED FUND  
LABOR MANAGEMENT AGREEMENT**



**JB MCGUIRE-DIX-LAKEHURST, NEW JERSEY**

The following changes marked in red were added to this LMA on 14 March 2015

**USE OF TOBACCO PRODUCTS AND ELECTRONIC CIGARETTES**

Article 17 on Pages 21-22 added Section b.

**HOURS OF WORK**

Article 18 on Page 24 added Section 9.

**GENERAL PROVISIONS**

Article 35 on Page 53 Changed Section 6.

**DURATION/AMMENDMENTS/RE-OPENERS**

Article 36 on Pages 53-54 Changed Sections 1, 2, 3, 4, 6, 7.

**Signed on 8 May 2015.**

**//Signed//**

JAMES C. HODGES, Colonel, USAF  
Commander, 87th Air Base Wing

**//Signed//**

FRANK T. SPINELLI  
President, AFGE Local 1778

**//Signed//**

DOUGLAS R. LOFTIN  
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1_____	Standards of Conduct
2_____	Sample AF Form 860B
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## **PREAMBLE**

This Memorandum of Agreement is executed by and between the American Federation of Government Employees (AFGE), Local 1778, hereinafter referred to as the Union, and the Commander, JB McGuire-Dix-Lakehurst, New Jersey, hereinafter referred to as the Employer, and collectively known as the Parties.

## **ARTICLE ONE**

### **PURPOSE**

Section 1. It is the intent and purpose of the Parties herein to promote and improve the efficient administration of the Federal Service and the well being of employees within the scope and meaning of the Civil Service Reform Act of 1978 (PL 95-454), to establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting conditions of employment, and to provide the means for amicable discussion and adjustment of matters of mutual concern in a judicious manner.

Section 2. It is further agreed and intended that this Agreement, its amendments, and/or its supplements will meet the following objectives:

- a. Promote fair and reasonable working conditions.
- b. Promote improved programs designed to aid the employees in achieving their acknowledged and recognized objectives.
- c. Promote the highest degree of morale and responsibility in the Air Force.
- d. Adjust promptly all differences arising between the Parties related to matters covered by this Labor-Management Agreement.
- e. Promote systematic employee-management cooperation between the Parties.
- f. Provide a safe and healthful work environment.

## **ARTICLE TWO**

### **UNIT RECOGNITION FOR EXCLUSIVE BARGAINING RIGHTS**

Section 1. The Employer recognizes the Union as the exclusive representative for all employees in the Bargaining Unit (including temporary and probationary) in the administration of all matters affecting conditions of employment. Conditions of employment means personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters:

- a. Relating to political activities prohibited by Statute;

- b. Relating to the classification of any position; or
- c. To the extent such matters are specifically provided for by the Federal Statute.

Section 2. The Unit to which this Agreement is applicable is composed of all non-professional appropriated fund General Schedule and Wage Grade employees of the JB McGuire-Dix-Lakehurst, New Jersey who are serviced by the 87<sup>th</sup> Air Base Wing Civilian Personnel Office, excluding all professional employees, Firefighters (GS-0081) in the Fire Emergency Service, 87<sup>th</sup> Air Base Wing, Joint Base McGuire-Dix-Lakehurst, New Jersey, permanent and temporary Police Officers (0083s) Detectives and Criminal Investigators(GS-1810s and 1811s), supervisors, management officials and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

## **ARTICLE THREE**

### **EMPLOYER RIGHTS AND RESPONSIBILITIES**

Section 1. Management officials of the agency retain the right to determine the mission, budget, organization, number of employees, and internal security practices of the agency. Additionally, and in accordance with applicable law, Management retains the right:

- a. To hire, assign, direct, lay-off, and retain employees in the agency or to suspend, remove, reduce in grade or pay, or take other appropriate action against such employees.
- b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted.
- c. With respect to filling positions, to make selections for appointments from among 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 agency mission during emergencies.

Section 2. When emergency procedures are invoked that affect the provisions of this Agreement, the Union will be notified in a timely manner and the Employer will advise the Union on the circumstances causing the emergency and its expected duration. In any emergency, the Employer agrees to give due regard to the welfare of employees and, to the maximum extent possible, to abide by the terms of this Agreement.

Section 3. Wherever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

## ARTICLE FOUR

### EMPLOYEE/UNION RIGHTS AND RESPONSIBILITIES

- Section 1. Each employee has the right, freely and without fear of penalty or reprisal, to form and assist the Union or to refrain from any such activity, and each employee shall be protected in the exercise of this right. The right to assist the Union extends to participation in management of the Union and acting for the Union in the capacity of a Union representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority.
- Section 2. The Union accepts the responsibility for and agrees to represent in good faith the interests of all eligible employees in the Unit without discrimination as to race, color, religion, sex, age, national origin, or physical/mental handicap, and without regard to membership in the Union.
- Section 3. The Employer accepts the responsibility for and agrees that employees have a right to expect that personnel policies, procedures, and regulations will be applied fairly and equitably without regard to race, color, religion, sex, age, national origin, physical/mental handicap, and membership in the Union.
- Section 4. 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 (commonly referred to as the "Weingarten Right"). If such a request is received, no further discussion will take place until a Union representative is given the opportunity to be present.
- Section 5. A representative of the Union shall be given the opportunity to be present at any formal discussion between a representative(s) of the Employer and a Bargaining Unit employee(s) concerning any grievance, personnel policies or practices, or other general conditions of employment. The right of the Union representative to be present during such discussions shall be subject to necessary requirements as to security and confidentiality of information. The right of the Union representative to be present does not apply to routine discussions related to job performance, job tasks, or other discussions of a personal nature between an employee and their immediate supervisor.

## ARTICLE FIVE

### MATTERS APPROPRIATE FOR NEGOTIATION

- Section 1. The Parties to this Agreement have a duty to bargain collectively on the conditions of employment affecting employees in the Unit. This mutual obligation to meet at reasonable times and bargain in a good faith effort to reach agreement on personnel policies, practices, and matters affecting working conditions shall not extend to matters relating to prohibited political activities, to those relating to the classification of any position, or to the extent such matters are specifically provided

for by Federal Statute. The obligation to meet and bargain in good faith includes the obligation:

- a. To approach negotiations with a sincere resolve to reach agreement;
- b. To be represented at negotiations by duly appointed individuals prepared to discuss and negotiate on the specific condition(s) of employment;
- c. To meet at reasonable times and convenient places as frequently as may be necessary and to avoid unnecessary delays;
- d. When an agreement is reached, to execute a written document at the request of either Party to the negotiations that embodies the agreed-upon terms; and
- e. To take such steps as are necessary to implement the agreement and encourage cooperation in compliance with its terms.

Section 2. In the administration of all matters covered by this Agreement, the Parties are bound by existing and future laws and regulations of appropriate authorities and by published Agency policies and regulations in existence at the time this Agreement is approved. Subsequently published Agency regulations and instructions shall also be followed provided they do not conflict with the express terms of this Agreement and/or its supplements.

Section 3. It is further agreed and understood that any benefits, past practices, and understandings which have been mutually acceptable to the Parties which are not covered by this Agreement shall not be changed without the Parties first meeting and conferring or negotiating on the subject, as appropriate.

Section 4. Nothing in this Agreement shall preclude the Parties from negotiating:

- a. On the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, tour of duty, or on the technology, methods, and means of performing work;
- b. Procedures which management officials will observe in exercising any authority under 5 USC 7106;
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under 5 USC 7106 by such management officials.

Section 5. It is agreed that proposed changes in conditions of employment affecting employees in the Unit and for which there is an obligation to bargain shall normally be accomplished by presenting a draft of the proposed change to the Union and permitting sufficient time (not more than 14 calendar days from receipt) for study and submission of proposals. The Union agrees that, should it fail to submit proposals within the prescribed time, the Employer may then proceed to implement the proposal without the obligation to negotiate, the Union having waived that right. If the Union submits proposals, negotiations will commence within seven (7) calendar days from receipt of the Union's proposals, unless the Parties agree to a later date. The exception shall apply when the Parties work in "partnership" with

one another, then no formal notice will be required. **(The intent is to involve the Union in the discussion of appropriate issues at the earliest possible opportunity, to solicit their input, and to derive decisions based on consensus.)** Should negotiations take place, normal conduct of negotiations govern, including third-party proceedings. The foregoing does not preclude the Employer from implementing policies and procedures at any time it is deemed necessary to ensure effective and efficient operations as mandated by 5 USC 7101(b) of the Act (this provision applies when the employer implements a proposal that is within its statutory rights). In such event, the Parties will continue negotiations even after the change has been implemented.

Section 6. Prior to the implementation of a new regulation/instruction, or a change to an existing regulation/instruction, that will effect conditions of employment of Bargaining Unit members, the Employer agrees to make available to the Union a copy of the regulation/instruction.

Section 7. In the event that either Party to this Agreement feels that an unfair labor practice (ULP) has been committed, it is agreed that said Party will notify the other at least 14 calendar days in advance of filing the ULP, if possible. **(The intent of this provision is to allow the Parties an opportunity to resolve the ULP prior to filing with the FLRA.)**

Section 8. The Parties are committed to the proposition that no act by either Party should be in contravention of the rights of the other and each agree to endeavor to avoid such a circumstance through mutual effort and cooperation.

## ARTICLE SIX

### EMPLOYEE AND UNION REPRESENTATION

Section 1. The Employer agrees to recognize duly elected officers and stewards appointed by the Union and those individuals properly designated by the Union to be representatives (i.e., National representatives or attorneys). The Employer and the Union agree that the total number of stewards appointed will not exceed 20 under normal circumstances. The Union agrees to ensure stewards are appointed in such a manner to provide accessible representation to all employees in the Bargaining Unit and to make every reasonable effort to avoid appointing more than one steward from any particular work center/area per shift. By mutual consent, the Union President and the Labor Relations Officer may increase the number of stewards authorized. The Employer agrees to recognize the proper appointment of alternate stewards who will serve only during a specified time or in the absence of the primary steward.

Section 2. The Union will supply the Employer with copies of a complete roster of elected officers and designated stewards on an annual basis and/or as changes occur. The roster will identify the representatives by name, Union designation, duty station, work schedule, supervisor, and respective duty phone numbers. Appointment as steward shall not become effective until seven (7) days after the Labor Relations Office has received written notification of the appointment.

Section 3. The Employer agrees that officers of the Union, who are assigned to day-shift hours, will not be assigned to another shift or work schedule absent specific agreement with the Union. The Parties agree that Union officers, upon request, will be assigned to the day shift where possible and consistent with mission requirements. The Parties understand, however, that the Employer is not obligated to create or reorganize work to accommodate a Union officer's request. If the Employer is unable to grant a Union officer's request, the Parties agree to negotiate an alternative arrangement.

Section 4. The Employer agrees that Union officers and stewards will be authorized a reasonable amount of official time away from the job to perform their representational activities in accordance with 5 USC 7114, not to exceed an aggregate of 400 hours per pay period. Hours not used during a pay period are lost and will not be carried forward. Official time will be granted to officers and stewards during their regular workweek to represent the Union or members of the Bargaining Unit in an attempt to resolve complaints, grievances, and disciplinary and adverse actions and other activities authorized by this Agreement. Both supervision and the Union officer/steward have a mutual obligation to ensure that the use of official time is properly reported and recorded on Time and Attendance Records. The aggregate hours used will be administered by the Union President, or designee, and monitored by the Labor Relations Officer, or designee.

- a. The President of the Union will be guaranteed 50 percent (40 hours) per pay period. When this guaranteed time is to be used will be negotiated between the Parties and will be reviewed every six months thereafter, as needed.
- b. The Executive Vice-President of the Union will be guaranteed 20 percent (16 hours) per pay period to be used as designated by the Union President and approved by the Executive Vice-President's supervisor.
- c. Two additional officers of the Union will be guaranteed 20 percent (16 hours) per pay period each to be used as designated by the Union President and approved by the respective supervisors.
- d. The remaining 312 hours will be divided between the Union representatives on an as needed basis with no one officer (the Chief Steward of the Union is an officer), other than the Union President or Executive Vice-President, using more than 40 hours per pay period, and no one steward using more than 20 hours per pay period.
- e. The time for official negotiations, of this or subsequent Labor-Management Agreements is excluded from this bank of hours.
- f. The Labor Relations Officer, acting on behalf of the Employer, may grant exceptions to the above limitations by authorizing additional time when necessary and reasonable (i.e., to participate in third-party proceedings).
- g. The Union President will designate an alternate for each position that has guaranteed hours. The alternates will be reviewed every 6 months. In the event that one of the Union officials on guaranteed hours is projected to be away from the

workplace for more than one pay period, his/her alternate may assume the guaranteed hours.

- h. The Union President and the alternate's supervisor will agree upon when the hours will be used.

Section 5. Whenever an officer or steward desires to leave their assigned duties to meet and discuss a work-related matter with another employee, said official must contact their supervisor for approval. At the conclusion of the meeting, the Union representative must notify their supervisor of their return. Official time is not authorized for such activities as solicitation of membership or membership meetings, collection of employee dues, campaigning for offices, distribution of literature, or other matters pertaining to the internal business of the Union in accordance with 5 USC 7131.

Section 6. Officers and stewards are authorized to perform and discharge the duties and responsibilities properly assigned to them by the Union. Each Union representative is authorized to consult with the respective management official at their level and is authorized to conclude agreements on appropriate matters so long as they do not nullify or dilute this Agreement. Normally, the Union point of contact for the purpose of negotiating on any issue regarding the administration or application of this Agreement shall be the duly elected President, or Executive Vice-President. If neither of these officials is available, the Union will ensure that a duly authorized representative will be present and have full authority to perform such functions. The point of contact for the Employer will be the Labor Relations Officer, or designated representative.

Section 7. Supervisors will release authorized representatives of the Union upon request, unless a significant interruption of work would occur. If mission requirements do not permit the release of a Union representative, the supervisor will state the reason the representative cannot be released and make a legitimate, good-faith effort to give the Union representative a time when they may be released. The representative will then be allowed to inform the Union office that they cannot be released at this time to perform representational functions.

Section 8. The Employer agrees that the President of the Union, or designee, is authorized to consult with the Installation Commander, or designee, on matters of such gravity that such action is warranted. Meetings with the Commander will be arranged between the President of the Union and the Labor Relations Officer.

Section 9. Union officers and stewards will be granted access to an employee's work place during work hours with prior approval from appropriate supervision to confer with employees at their request except when security reasons or unusual circumstances dictate.

Section 10. There shall be no interference, coercion, or discrimination against any employee in the exercise of their rights assured by the Civil Service Reform Act and Air Force Instructions for participation in Union activities.

## **ARTICLE SEVEN**

### **UNION TRAINING**

- Section 1. The Union will be authorized official time, not to exceed a grand total of 300 hours per calendar year, for appropriate representational training. Within the 300 hours authorized under this Article, no individual Union representative will be authorized more than 80 hours per calendar year. Authorized training will be of mutual concern to the Air Force and the employee in their Union capacity, and must be focused on such representational topics as grievance processing, major changes to the Agreement; changes to law, rule, or regulation impacting conditions of employment; etc. The Parties agree that exceptions may be made to the number of hours authorized in this Section when additional training is determined to be of mutual benefit to the Parties and unusual circumstances or events are a factor. Employees may also take personal leave (annual leave or leave without pay) to attend such training. Leave will be granted unless the absence would impair the operation of the section to which the employee is assigned.
- Section 2. Internal Union business training sessions taken by an employee on their own initiative for their personal advancement or benefit will be taken outside their normal duty hours or during periods of approved annual leave or leave without pay.
- Section 3. Requests for official time for training will be in writing and must be forwarded to the Labor Relations Officer for approval. Requests should normally be received at least one week in advance. The written request must contain the name of the Union representative and a listing of the agenda for the training. Accommodations will be made to temporarily place Union representatives on the day shift in order to attend training. Training will be considered separate from the allotment of time authorized under Article Six of this Agreement.

## **ARTICLE EIGHT**

### **ACCESS TO INFORMATION**

- Section 1. In accordance with 5 USC 7114(b)(4), the Employer agrees to furnish to the Union, upon request and to the extent not prohibited by law, data:
- a. Which is normally maintained by the Employer in the regular course of business;
  - b. Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of bargaining; and
  - c. Which does not constitute guidance, advice, counsel, or training for management officials or supervisors.
- Section 2. The Employer agrees that the Union will have access to Air Force publications pertaining to personnel policies, practices, and working conditions, which are available in the Civilian Personnel Section (it must be noted that Air Force publications are currently available on the web at <http://www.e-publishing.af.mil/>).

Section 3. On a quarterly basis (January, April, July, and October), the Employer will provide the Union with a listing of Bargaining Unit employees. Such list will contain the employee's name, pay plan/series/grade, position description number, and organization/office symbol.

Section 4. The Parties recognize that information released to the Union may be privileged and sensitive. As such, the Union agrees not to release any information pertaining to any individual to any third party without the written consent of the affected individual.

Section 5. Should a request for information be denied, the Employer agrees to provide the Union with the reasons for the denial, in writing, within a reasonable amount of time.

## ARTICLE NINE

### USE OF OFFICIAL FACILITIES

Section 1. The Employer agrees to provide the Union with government-owned office spaces, including utilities. The primary Union office will be located on the McGuire/Dix portion of the installation and a satellite Union office will be located on the Lakehurst portion of the installation. Union office spaces will be provided on a joint occupancy basis mutually agreeable to the Union and the Employer, unless the Union enters into a lease for sole occupancy at fair market rental value. The Employer agrees to provide normal maintenance, make reasonable repairs, and ensure the facilities are habitable. The Union agrees to accept responsibility for maintenance and repairs that are beyond those expected for normal wear and tear. Requests for emergency and routine maintenance and repairs should be requested through the Civil Engineering Service Call section (currently at 754-2388). Self-help requests require an AF Form 332. (Current Employer processes require Wing Safety, Fire Department and Bio-Environmental Engineering coordination before being submitted to the Civil Engineering Customer Service Center. The Civil Engineering Work Order Review Board (WORB) determines approval or disapproval). The Parties acknowledge that approved self-help projects may be delayed because of funding limitations.

Section 2. The Employer will provide two (2) local-access telephone lines at the primary Union office and one (1) local-access telephone line at the satellite Union office. The telephone lines are to be used in conducting proper labor-management activities at the Union office spaces. Union officers and stewards may use the DSN phone lines available in their work centers for conducting representational duties provided such use does not interfere with the work of the Employer and is in compliance with Article Six of this Agreement.

Section 3. The Employer will maintain an appropriate sign at the entrance of the primary Union office to denote the Union office is located inside. The Employer also agrees to provide six (6) parking spaces at the primary Union office and one (1) parking space at the satellite office for the exclusive use of the Union immediately adjacent to the buildings that house their office space.

Section 4. All furnishings in the Union office spaces shall be the responsibility of the Union. The Employer may elect, when available, practical, and in the public interest, to provide the Union with excess office furnishings (to include desks, chairs, and computers). The Union agrees to maintain their spaces in a clean and safe manner and to allow necessary inspections by the base Fire Marshal, Wing Safety, and other appropriate authorities. The Union further agrees to abide by the Employers' Energy Conservation Plan during periods of peak energy demand.

Section 5. In the event that the Employer requires the Union to move, the Employer will provide a facility of equivalent utility (private offices, reception area, and meeting room and restrooms), and handicap accessible, during the life of this Agreement.

Section 6. Upon request by the Union, the Employer agrees to provide bulletin board space in buildings where at least five (5) Bargaining Unit employees are assigned. In buildings with less than five (5) Bargaining Unit employees, the employer agrees to provide bulletin board space, if available. Where possible, both Union and Employer bulletin boards will be in the same general area and of similar style and construction. When mutually agreeable to the Parties and in lieu of the Union providing their own bulletin boards, the Employer will provide space on their bulletin boards for Union material. Bulletin boards will be maintained in good taste by the Union. Posted Union material will not relate to partisan political matters; violate any law or endanger the security of the Employer; contain vulgar, abusive, or libelous material; or reflect on the integrity or motives of any individual or the Federal Government. In the event a representative of the Employer believes information posted on a Union-owned bulletin board is inappropriate, they should report the matter to the Labor Relations Officer. The Union agrees to provide a copy of any and all materials posted to the Labor Relations Office upon request. All costs incident to the preparation and reproduction of Union material will be borne by the Union. The Employer agrees to notify the Union and engage in appropriate bargaining prior to effecting any changes to the current location of Union-owned bulletin boards.

## ARTICLE TEN

### PAYROLL WITHHOLDING OF DUES

Section 1. Any employee of JB McGuire-Dix-Lakehurst who is a member of the Bargaining Unit and who is a member in good standing of the Union, may authorize an allotment of pay for the payment of dues for such membership, provided:

- a. The employee has voluntarily completed a request for such allotment of pay.
- b. The employee regularly receives a normal amount of pay on the regularly scheduled paydays of the base and such pay is sufficient to cover the full amount of the allotment after other legal deductions have been made.
- c. The employee has not more than one current allotment for the payment of dues to an employee organization.

Section 2. The Union agrees to acquire and distribute to its members the prescribed allotment form, **SF 1187, Request for Dues Authorization**. The Union also agrees to certify as to the amount of its dues, and to inform and educate its members on the program for allotments for payment of dues and the uses and availability of the required form. An allotment may be submitted by an eligible member of the Bargaining Unit, through the Union, to the Civilian Payroll Office at any time. The allotment will be effective at the beginning of the second complete biweekly pay period after receipt of a properly completed and signed **SF 1187** in the Civilian Payroll Office.

Section 3. An allotment shall be terminated:

- a. When the employee leaves the Bargaining Unit as a result of any type of separation, transfer, promotion to a non-Bargaining Unit position, or other personnel action.
- b. Upon loss of exclusive recognition by the Union.
- c. Upon receipt of notice from the Union that the employee is no longer a member in good standing.
- d. When this Agreement is suspended or terminated by appropriate authority.
- e. When an employee revokes the dues withholding allotment by properly completing **SF 1188, Revocation Authorization for Allotment of Compensation for Payment of Employee Organization Dues**. These revocations can only be made during the 10-day period preceding the employee's one-year anniversary date of dues withholding. These revocation requests must be submitted to the Civilian Payroll Office and **must be signed or initialed by a designated representative of the Union**.

Section 4. The effective date of termination of a dues withholding allotment:

- a. Which is not at the request of the employee, shall be at the end of the first full pay period following the date of the action that requires the termination of the allotment.
- b. Which is requested by the employee, shall be effected at the end of the first full pay period following their one-year anniversary date.

Section 5. The Employer agrees to maintain a supply of the forms provided for use in revoking an allotment, **SF 1188**, in the Civilian Payroll Office and the Civilian Personnel Section. Such Form will be available to employees upon request. The Civilian Payroll Office will furnish the Union a copy of all **SF 1188**'s processed.

Section 6. The Civilian Payroll Office, acting for the Employer, shall furnish to the Union a listing of Bargaining Unit members for whom deductions were made and amount of each deduction. A copy of the listing and a check for the amount will be forwarded to the Union.

Section 7. The Union agrees that the amount to be withheld shall be the amount of the regular monthly dues and any authorized assessments. Allotment deductions will be made by the Civilian Payroll Office each pay period in the biweekly amount shown on the **SF 1187**. If the amount of regular dues is changed by the Union, the Civilian Payroll Office will be furnished written notification signed by the Union President, or designee, that the membership has approved such change and the amount of new deductions to be withheld. The effective date of such change shall be the beginning of the second complete biweekly pay period after receipt of the change notice unless a later date is specified by the Union.

Section 8. Notwithstanding any other language contained in this Agreement, the Parties agree that the payroll withholding of dues as provided in the sections of this Article shall continue in full force and effect until such time as the Parties conclude a superseding signed agreement, either separately or as part of a general labor-management agreement which provides for dues withholding.

## ARTICLE ELEVEN

### EQUAL OPPORTUNITY

Section 1. The Employer and the Union agree to cooperate in providing equal opportunity for all qualified persons and to prohibit discrimination because of age, sex, race, religion, color, national origin, physical/mental handicap, or allegations of sexual harassment. The Parties further agree to promote a full realization of equal employment opportunity through a positive and continuing effort.

Section 2. Bargaining Unit employees who feel they have been subjected to unlawful discrimination must use the EO complaint procedure to have their concerns addressed formally. In presenting and/or pursuing a complaint of discrimination, an employee may be accompanied, represented, and advised by any individual of their choice, subject to appropriate review. An employee involved with filing an EO complaint, and their representative, shall be assured freedom from restraint, interference, coercion, or reprisal.

Section 3. The names and phone numbers of EO counselors will be posted on official bulletin boards.

## ARTICLE TWELVE

### STANDARDS OF CONDUCT

Section 1. All Government employees are expected to maintain high standards of honesty and integrity according to the Code of Ethics for Government Service (Attachment One) and are required to keep public confidence with the Agency.

Section 2. Work Performance: Employees are obligated to perform assigned duties conscientiously and effectively, to be present for duty unless authorized to be absent, and to follow regulations and comply in a timely way with proper instructions or orders (the basic rule-of-thumb is to comply now and grieve later unless compliance would require the employee to commit a criminal act, or put themselves or others in imminent danger coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures).

- a. Employees have a right to confer with management, beginning with their immediate supervisors, to discuss matters, get information, or solve problems that relate to the job.
- b. For any safety concerns reference Article 13.

Section 3. Dress and Appearance: Any requirement for specific civilian dress must be based on a showing that the prohibited dress contributes to an unsafe, unhealthy, non-productive or disruptive work environment. Employer disagreements with styles, modes of dress, and grooming now in fashion are not grounds for making such a determination. The Union has a right to be notified prior to implementing any changes to dress code requirements and afforded the opportunity to engage in appropriate negotiations with the Employer.

Section 4. Dress and Appearance for Air Reserve Technicians (ART's) only: This section only applies when ART'S are required to wear the Air Force uniform while in civilian status.

- a. One time at the employee's request the employer will provide two (2) ABU trousers and two (2) ABU blouses.
- b. At the employee's request the employer will provide six (6) appropriate undershirts and six (6) pairs of socks annually.
- c. In accordance with applicable DOD Directives and Air Force Instructions, ART's are permitted to wear headgear while on the flight line.
- d. If an ART chooses to utilize the fitness facility on the installation, military fitness gear will not be required while in civilian status.
- e. The employer is responsible to issue and stitch all required uniform items.
- f. The employer agrees to replace in-kind initial issued uniform items that are faded, frayed, torn or otherwise unserviceable as listed in Attachment 3.
- g. If the employer is unable to supply a required uniform item, the parties agree that it is a mitigating factor.
- h. ART's will not be required to participate in mandatory military fit to fight programs, fun runs, warrior runs, nor will they be subjected to random fit to fight tests/challenges while in civilian status.

- i. When ART's are in a non-pay, non-work, or non duty status, they are not required to wear the military uniform. ART's will not wear or mix unique uniform items with civilian clothes. These items are those unique to the uniform. They include grade insignia, cap devices, badges and other U. S. or Air Force insignia, such as items with the "Wing and Star" design, and so forth. Exception: Tie tacks and lapel pins when wearing business attire authorized.
- j. ART's will not be required to participate in military formations such as drills, ceremonies, and military functions while in civilian status. If roll call is required then ART's will attend.
- k. ART's will not perform required or obtain inherently military training i.e. chemical warfare, M-16 qualification or receive shots while in civilian status.
- l. While traveling or TDY, ART's will comply with AFI 36-2903.
- m. ART's, while on official time, serving as a union representative, or when participating in third party procedures are not required to wear the military uniform.
- n. ART's, while wearing the military uniform in civilian status may present a civilian ID card as proper identification.
- o. ART's will be issued a civilian ID card in addition to their military ID card.

Section 5. Government Travel Card: The Government Travel card is, at the discretion of the Employer, issued to individual employees and must be used for all official travel unless specifically exempted by the GSA.

- a. Use of the card is mandatory for hotel/lodging costs, all rental car charges, and transportation tickets (e.g., airfare) when personal procurement of transportation is authorized in travel orders.
- b. Use of the card for personal expenses not associated with official travel is strictly prohibited. The Parties agree that civilian employees will not be required to surrender their cards to the Employer. When both the Employer and Employee agree, the Employer may retain an Employee's card for safekeeping; however, the Parties acknowledge that it is the right of the Employer to administratively activate and deactivate the card as necessary to ensure it is used properly.

Section 6. Financial Obligation: All efforts will be utilized to protect the affected employee's privacy in any indebtedness or garnishment procedure.

Section 7. Furnishing Testimony and Information: Employees may be requested to provide testimony and information to the Employer on official matters.

- a. If first warned that a failure to provide answers may subject the employee to discipline and that any statements cannot be used against the employee in a criminal prosecution, a refusal to reply to questions during an investigation may serve as the basis for disciplinary action (Employer representatives are cautioned

to contact the base Legal Office or Civilian Personnel Section prior to giving such assurances).

- b. In all cases, employees who lie or affirmatively mislead an investigation may also be subject to discipline.

Section 8. Computer and E-Mail Use: Employer-provided computer systems (including web access) and E-mail accounts are to be used for official business only, unless other uses are authorized by appropriate authority (normally the flight chief or higher). All employees use these systems/accounts with the understanding that their use is subject to monitoring by the Employer.

- a. Limited personal use of computer systems and E-mail accounts may be authorized when:

1. The use does not affect employee performance;
2. The use is of reasonable duration and frequency and, whenever possible, done during personal time (e.g., lunch, breaks, non-duty hours);
3. The use serves a legitimate public interest, such as keeping an employee at their workstations, improving morale, enhancing professional skills, furthering education, or viewing Air Force vacancy announcements and applying for Air Force positions; and
4. The use does not reflect adversely on the Air Force.

- b. Specifically prohibited uses of computer systems and E-mail accounts include, but are not limited to:

1. Sending or receiving information for personal or commercial gain;
2. Sending or accessing harassing, intimidating, abusive, offensive, or obscene material;
3. Activities that cause congestion on the network through propagation of chain letters or broadcasting inappropriate messages to groups; and
4. Participation in newsgroups or list-servers whose content is contrary to standards set by the Joint Ethics Regulation.

In recognition of the tremendous impact computer and E-mail usage could have on the internal security of the Employer, the Parties agree that the Employer may supplement and clarify this Section of the Agreement through written policy guidance and local instruction. Such guidance and/or instruction shall not be in contravention of this Agreement.

## ARTICLE THIRTEEN

## EMPLOYEE HEALTH AND SAFETY

- Section 1. The Employer agrees to provide a safe and healthful work environment for all employees and to comply with applicable laws, regulations, and policies relating to the safety and health of its employees. The Union will cooperate in these efforts and encourage members of the Bargaining Unit to fulfill their obligation to work in a safe manner and abide by all safety regulations and recommendations of qualified fire, safety, and health officials.
- Section 2. All members of JB McGuire-Dix-Lakehurst are responsible for prompt reporting of unsafe and/or hazardous working conditions that they encounter. If an employee believes that a safety or health hazard exists, they should report the condition to supervision and the Union. The Employer is obligated to advise the employee and/or the Union of their intended action concerning the suspected safety/health hazard. If the employee or the Union is dissatisfied with the Employer's intended action, they may request OSHA assistance, as appropriate. If an employee or the Union requests OSHA or other outside assistance, the OSHA or outside representative must report to the Wing Commander, or designated representative, before conducting any site inspections. Said OSHA or outside representative will be accompanied by a representative of the Employer and a representative of the Union while on the installation. If an outbriefing is conducted, the Union will be afforded the opportunity to be in attendance. **Upon request to the Safety Officer, the Union will receive updates regarding allegations of unsafe or hazardous conditions and the status of any investigations.**
- Section 3. The Union may designate one safety representative and one alternate to attend the monthly Occupational Health & Environmental Working Group and the Wing ESOH Council. In addition, a Union Safety representative will be allowed to attend unit safety meetings where employee representation is appropriate. The union will be notified when a Federal Health Officer, employer safety inspector or private contract inspector visits a facility for the purpose of a safety inspection. The Union Safety representative or alternate will be invited to participate in these inspections. The Employer will provide the Union with a copy of releasable routine inspection reports in a timely fashion.
- a. The Union will be notified by the Bio-Environmental Engineering Flight when site surveys (routine surveillance) are being conducted.
  - b. The Union Safety Representative and the alternate will receive introductory and/or specialized courses and materials that will enable the Union to function appropriately in ensuring safe and healthful working conditions and practices in the workplace and enable them to effectively assist in conducting workplace safety and health inspections.
- Section 4. Employees must promptly report all injuries occurring on the job to their supervision. Supervision will take appropriate action to ensure the employee has the opportunity to obtain appropriate medical treatment, if necessary, and complete appropriate forms. Supervision must promptly notify the Air Force Personnel Center (AFPC) and the Wing Safety Office or Unit Safety Representative. The AFPC will assist employees in preparing necessary forms and inform them of their rights under the Federal Employees' Compensation Act.

One duplicate copy of Office of Workers' Compensation Program (OWCP) forms remitted to the AFPC will be provided to the employee, if requested.

Section 5. The Parties recognize that the Employer retains the discretion to determine the duration and type of light- or restricted-duty assignments made available to employees of the Bargaining Unit. **Employees have the obligation to provide the Employer with appropriate medical information that impacts their ability to fully perform in their assigned positions.** Light duty and/or restricted duty will only be provided if consistent with the physical/mental restrictions imposed by a properly licensed medical practitioner.

- a. While preserving the Employer's right to determine work assignments, the Employer agrees to make reasonable efforts to place employees who are incapacitated due to a work-related incident, as determined by the OWCP, into light- or restricted-duty assignments.
- b. Light- or restricted-duty assignments will only be provided to employees with non-work-related conditions if the Employer determines a legitimate need for the work exists and the placement will not interfere with the placement of employees with work-related conditions. Normally, these assignments, for employees with non-work-related conditions, will be of short duration unless discussed with and agreed to by the employee and supervision (and any involved representatives).

Section 6. As determined by appropriate authority and in accordance with OSHA and AFOSH standards, the Employer will provide personal protective equipment (PPE), safety equipment, and other tools and devices necessary to protect employees from hazardous conditions encountered during the performance of their official duties. This includes specialized clothing for abnormal exposure to biological, chemical, or physical hazards. Normally, employees are expected to provide personal clothing appropriate for the climatic conditions and the geographical area in which they live and work. PPE issued to an employee will be for the exclusive use of the employee and will be used only while performing officially assigned duties. The repair and/or replacement of tools and PPE due to fair wear and tear shall be the responsibility of the Employer. The proper care and use of tools and PPE shall be the responsibility of the employee.

Section 7. The Employer may provide additional protective clothing and/or equipment that is not required by technical data or OSHA standards when the Employer determines such additional clothing and equipment is appropriate and when the following conditions are met:

- a. The employee is engaged in work that the Employer determines to be hazardous;
- b. The Employer, rather than the employee, receives the primary benefit from the items; and
- c. The items are not personal items that the employee would normally be expected to furnish.

Section 8. The Employer agrees to compile and maintain records required by the Occupational Safety and Health Act and the Safety and Health Program, as well

as records of occupational illnesses and injuries. The Union will be guaranteed access to these records consistent with the Freedom of Information Act, the Privacy Act, and any other applicable guidance.

## **ARTICLE FOURTEEN**

### **ENVIRONMENTAL DIFFERENTIAL PAY (EDP)**

- Section 1. The Employer's objective is to eliminate or reduce to the lowest level possible all hazards and working conditions of an unusually severe nature. When the Employer's action does not practically eliminate an unusually severe working condition or hazard, an environmental differential shall be warranted.
- Section 2. Either Party that believes a local work situation should be covered under the payable categories of 5 CFR 532, Subpart E, App. A, will notify the other Party of the title, location, and nature of the hazard. The Parties shall meet to resolve the issue in a timely manner, normally within 14 calendar days.
- Section 3. When the Employer proposes to discontinue EDP for a local work situation, it will notify the Union in writing of the title, location, and EDP category. Normally, within 14 calendar days of receipt of the proposal, the Parties shall meet to resolve the issue.
- Section 4. In all cases, the Parties agree to disclose all information in their possession that is relevant to the EDP issue and is not otherwise considered privileged information. In the event negotiations fail to produce an agreement, resolution may be sought through the grievance procedure established by this Agreement.

## **ARTICLE FIFTEEN**

### **EMPLOYEE FACILITIES**

- Section 1. The Employer is responsible for maintaining employee facilities in a safe and serviceable manner, while employees are responsible to use proper trash receptacles and clean up their own residue. The Employer is responsible for performing necessary maintenance and repairs (the Union will be notified prior to closing any facility required by this Article because of repairs and/or maintenance and, where reasonably possible, employees will be afforded temporary, alternate facilities). Other activities that deprive employees from the proper use of these areas are prohibited unless appropriate Union notification and bargaining occurs first.
- Section 2. Lunch/Break Areas: The Employer agrees to provide employees with access to adequate lunch/break areas in close proximity to their work areas. Particularly in industrial work centers, this may require specifically designated rooms. No existing lunch/break areas will be converted to other uses without first providing the Union with proper notification and affording the Union the opportunity to engage in

appropriate bargaining. Employees are responsible to maintain a neat lunch/break area by removing their own trash and residue.

Section 3. Showers: For those employees whose jobs involve exposure to biological or chemical hazards, or to excessive dirt and grime, the Employer agrees to provide adequate shower facilities for the employee's use. Such showers will provide for adequate privacy and will be maintained by the Employer in a reasonably clean and sanitary condition. Each shower will have hot and cold running water. Employees who actually use the shower facilities due to the required nature of their work will be granted up to ten (10) minutes of duty time, in addition to the standard wash-up time, for use of these facilities.

Section 4. Locker Facilities: Where employees need to change clothes due to the work environment or need to store protective clothing, adequate locker space (non see through) will be provided to the employee by the Employer.

- a. Locker(s) will be of sufficient dimensions to accommodate the storage of tools, equipment, and clothing of the employee. Locker space will provide the employee with at least 4.5 cubic feet of storage space. Employees will provide their own locks unless alternative arrangements are acceptable to the Employer and the Union. Our intent is to maintain the status quo regarding the current assignment of locker(s) unless or until movement or renovation of facilities occur.
- b. Locker facilities will be as close to the employee's work center as is practical; will be ventilated, lighted, and reasonably comfortable with seating accommodations; will provide for adequate segregation of males and females; and will be maintained in accordance with appropriate safety requirements.
- c. Names will not be displayed on employee locker(s) unless requested by the employee. However, the Employer may require the display of numbers and/or letters as a method of identifying the locker's user.
- d. Employees are expected to be ready to perform their regularly assigned duties when their work shift begins. However, in the event that the Employer assigns work requiring the use of equipment and/or clothing not normally needed and the employee must return to their locker(s), time spent in transit to or from the locker facilities will be considered as duty time, if otherwise in a duty status.
- e. The Employer reserves the right to inspect lockers, normally in the presence of the employee. The Employer may open and inspect a locker when the following conditions are met:
  1. The situation involves lost tools or equipment (a flight chief or higher must authorize the search under these conditions), security issues, or when search warrants of appropriate authority are served, and
  2. The employee is unavailable, and it is not reasonable for the Employer to wait for the employee to become available, and
  3. The Employer has made reasonable attempts to contact the employee prior to taking such action.

4. The Employer must secure any property in a locker that has been opened without the employee present until such time that the owner of the lock replaces the lock.

Section 5. Restroom Facilities: All restroom facilities will comply with applicable standards and laws. Restrooms will be properly ventilated. The Employer will provide covered trash receptacles, soap, paper towels, and toilet paper. The Employer will endeavor to provide couches or seating in women's restrooms. The Employer will maintain restrooms in a reasonably clean and sanitary condition.

## ARTICLE SIXTEEN

### ALCOHOL AND DRUG USE

Section 1. Both the Union and the Employer recognize alcoholism and drug abuse are treatable illnesses. The Parties understand the Employer has an obligation to provide employees with an alcohol or drug problem an opportunity for rehabilitation. However, Air Force instructions provide for discipline or adverse action for the use of drugs and/or alcohol that affect job performance or conduct. Such actions can range from oral admonishment to removal from Federal service. The Parties agree that the earlier a substance abuse problem can be identified and treated, the more favorable the chances are for a satisfactory solution.

Section 2. Employees may voluntarily visit the Substance Abuse Office if they think they have an alcohol or drug problem where confidential assistance or appropriate referrals will be offered. There is no need to fear reprisal for taking this important step toward self-help. Employees will not be charged personal leave to attend initial counseling with the Substance Abuse Office. Supervisors may grant appropriate leave for any subsequent medical examinations or treatment related to substance abuse.

Section 3. In all cases, the Employer will abide by the provisions of Air Force Instruction, as supplemented by this Article. The first time an employee has a job-related incident due to a suspected alcohol or drug-abuse problem, or when supervision has reason to believe the employee has such a problem, that employee will be referred to the Alcohol and Drug Abuse Prevention and Treatment Office on duty time without charge to leave, in accordance with Air Force Instruction. Supervisors may grant appropriate leave for any subsequent medical examinations or treatment related to substance abuse. The Employer agrees that it has the responsibility to protect an employee's privacy and ensure the confidential handling of employee records and information. The Parties note that counselors are required to disclose the nature and extent of an employee's drug or alcohol abuse to supervision if the employee occupies a sensitive position. Nothing in this Article precludes the Employer from initiating corrective action (i.e., discipline) against an employee who exhibits a behavioral, performance, or suitability problem.

Section 4. If an employee is suspected of being intoxicated while on duty and a reasonable concern for safety or mission accomplishment exists, the employee may be sent

home on either annual leave, LWOP, or AWOL, as appropriate. No one should ever allow an employee suspected of being intoxicated to drive.

Section 5. Drug testing shall be in accordance with AFI 44-107. In the event of any substantive changes to government-wide law, rule, or regulation related to the civilian drug-testing program, the Parties agree to reopen AFI 44-107 upon request of the Employer.

## ARTICLE SEVENTEEN

### USE OF TOBACCO PRODUCTS and ELECTRONIC CIGARETTES

- Section 1. The parties agree to abide by AFI 40-102 except for the following:
- a. Designated Tobacco use areas will be:
    - 1) Fifty (50) feet from common points of entry/egress to all facilities;
    - 2) All parking lots;
    - 3) All common areas, provided it is fifty (50) feet from a building and/ or,
    - 4) In privately owned vehicles
  - b. **Airfield tobacco use: Tobacco products may not be used within the red line. Each building within the red line shall have a designated tobacco area approximately fifty feet from the building. Tobacco use will only be permitted in those designated areas. Areas within the airfield that are not demarked by a red line will not permit smoking within fifty feet of any taxiway, runway, or ramp.**
  - c. Designated tobacco use areas will be outdoors, maintained by the employer, reasonably accessible to employees and provide a measure of protection from the elements.
  - d. Employees are highly encouraged to participate in a tobacco cessation program. Employees who elect to participate in the on-base program will be afforded the opportunity to do so one (1) time without charge to leave, if otherwise in a duty status. Should it become necessary for an employee to participate any number of subsequent times, use of appropriate leave may be granted, subject to workload requirements. Workload permitting, supervisors are authorized to make minor work schedule adjustments to allow employees to participate in smoking cessation programs off base in an effort to minimize charges to leave.
  - e. Employees participating in an off-base cessation program and are under the care or guidance of their personal medical practitioner will be granted appropriate leave, workload permitting to attend such sessions that conflict with their normal duty schedules. Employees attending off-base cessation classes must submit

documentation of continued attendance and/or treatment if required by their supervision.

- f. Use of electronic cigarettes shall be permitted only outdoors in accordance with the parameters outlined above in section a. of this article.

## ARTICLE EIGHTEEN

### HOURS OF WORK

Section 1. The following Article applies to all employees of the Bargaining Unit unless they are working on an authorized Alternate Work Schedule (AWS) in accordance with Article Nineteen of this Agreement.

Section 2. In accordance with 5 CFR 610.121, the following basic requirements must be observed:

- a. The administrative workweek shall be seven consecutive calendar days, beginning at 0001 hours, Sunday, and ending at 2400 hours, Saturday. The basic workweek normally consists of five eight-hour days, Monday through Friday.
- b. Breaks in working hours of more than one hour shall not be scheduled in any basic workday (lunch periods).
- c. Generally, an employee will be scheduled to work the same hours each day of the basic workweek.
- d. The basic workday shall not exceed eight working hours (the Parties understand that a workday, for accounting and entitlement purposes, is the day the shift begins, even though the shift extends into the next calendar day or into the following administrative workweek).
- e. The occurrence of holidays shall not affect the designation of the basic workweek.
- f. Under normal conditions, lunch periods must be taken and shall not be scheduled less than three hours nor more than five hours after the start of the workday. If workload requires, lunch periods may be skipped at the direction of the Employer; however, the employee must be properly compensated.
- g. The two (2) days outside the basic workweek should be consecutive.

Section 3. Standard shifts and uncommon tours of duty already established by the Employer will remain in effect. Changes to these shifts and tours of duty will be kept to the minimum possible. Any changes will be coordinated with the Union and appropriate bargaining will be afforded prior to effecting the change. In accordance with 5 CFR 610.121, supervision must give a minimum of seven (7) days' advance notice to employees when they are to be assigned to a different tour of duty. Management will be reasonable when considering notice period extensions when the affected employee has childcare or personal hardship issues.

Section 4. Individual temporary changes in the tour of duty may be made when necessary to assist or train individual employees when the Employer determines that it is not feasible to provide such assistance or training on the employee's established tour of duty. Normally, a change to an employee's work schedule, under this section, requires at least seven (7) days advance notice. Management will be reasonable when considering notice period extensions when the affected employee has childcare or personal hardship issues. The temporary change will only be for the purpose and duration necessary to ensure the employee achieves a level of competence necessary to perform the full range of their assigned duties. The Union may consult with the supervisor concerning the equity and necessity. Temporary changes for educational purposes will be processed in accordance with appropriate regulations.

Section 5. Employees may request the opportunity to permanently change from one shift or tour of duty to another as vacancies occur on permanent shift schedules, provided the vacancy requires the same grade level and skill (title, series, and grade). The Employer may consider requests for other changes to work schedules if for educational or hardship reasons (the Parties recognize that the Employer is under no obligation to create shifts or work schedules but may do so when workload and workflow permit). The employee must submit their request in writing and, if the request is for educational or hardship reasons, specify the reasons for the request. **Bargaining Unit employees must submit their individual requests to the Union for concurrence prior to consideration by the Employer.** If the Employer denies a request for shift change, a written decision will be given to the employee.

Section 6. The Employer will provide a reasonable amount of time, **consistent with the nature of the work performed**, for employees to clean up prior to the lunch period and at the end of the workday (normally ten (10) minutes). The supervisor will define the necessary amount of time for clean up, and if a question arises as to the reasonableness of this defined time, it will not be implemented until after conferring with the Union. For those employees whose jobs involve exposure to biological or chemical hazards, or to excessive dirt and grime, an additional five minutes is authorized under Article Fifteen of this Agreement. The Union will encourage employees to leave their wash-up facilities in a clean condition.

Section 7. Employees will be allowed a 15-minute rest break during each four-hour period of continuous work. This break will normally be scheduled near the middle of the four-hour period. The exact timing of breaks is controlled by supervision. Supervision may permit employees who smoke to take intermittent breaks in lieu of a normal rest break during the day, not to exceed a total of 15 minutes for every four hours worked.

Section 8. An employee working on a shift when daylight savings time goes into effect will be credited with the actual number of hours worked on that shift. The Employer will afford employees the opportunity to work eight (8) consecutive hours on their shift. If the employee elects not to work the eighth hour and the Employer agrees, the hour lost as a result of the change to daylight savings time may be charged to the appropriate leave category. An employee working on a shift when daylight savings time ends will be credited with the actual number of hours worked on the shift and will be paid in accordance with applicable law, rule, and/or regulation.

Section 9. It is understood that Automated Time Attendance and Production System (hereinafter "ATAAPS") is the system utilized to record time and attendance for all employees. Each employee is required to input their time and attendance into ATAAPS and will be provided sufficient duty time during regularly scheduled duty hours to record time and attendance.

## ARTICLE NINETEEN

### ALTERNATE WORK SCHEDULES

Section 1. It is understood that the Employer is authorized to establish Alternate Work Schedules (AWS) in accordance with Title 5 USC, Chapter 61. Subject to the obligation to bargain with the Union, the determination to participate in an AWS program must be approved by the Squadron Commander. In the event that there is a mixed shop, i.e. employees from different organizations that work together, both affected Squadron Commanders (or equivalent) will decide to approve the AWS. If a mutual decision is not reached, the issue will be elevated to the appropriate supervisory chains. When the affected supervisory chains are not able to agree, the Joint Base Installation Commander will render a final decision.

Section 2. In the event the Employer and Union are unable to reach agreement regarding the determination not to establish or discontinue an AWS, such impasse will be referred to the Federal Service Impasses Panel (FSIP).

Section 3. The reasons for not participating in or discontinuing an AWS will be based on the adverse impact the AWS has had or would have on the organization's mission. Adverse impact means:

- a. A reduction in the organization's productivity,
- b. A diminished level of services furnished to the public, or
- c. An increase in the cost of operations.

Section 4. In order to minimize future disagreements between the Parties, the Parties will work together, prior to establishing any AWS, to establish a baseline measure of the criteria that may impact on the mission, in accordance with Section 3 above.

## ARTICLE TWENTY

### OVERTIME AND HOLIDAY WORK

Section 1. All assignments and payments for overtime or holiday work will be in accordance with applicable law, rule, and regulation.

Section 2. The Parties recognize that the administration of overtime work (to include the nature of the work, the need for specialized skills, the priority of production or support efforts, and the number of employees required) is solely a function of the

Employer. However, the Employer agrees to ensure that overtime work assignments are distributed as equally as practicable among employees who, as determined by the Employer:

- a. Possess the necessary knowledge, skills, and abilities to perform the work, and
- b. Are assigned to the organization responsible for accomplishment of the work (the Parties recognize employees assigned to the 305<sup>th</sup> Air Mobility Wing are in a different organization than employees assigned to the 514<sup>th</sup> Air Mobility Wing, even though they may work out of the same shop and under the same supervision).

Section 3. Whenever possible, overtime assignments will be rotated by seniority to ensure equitable opportunity (equitable opportunity refers to overtime occurrences, not the number of hours worked) among qualified employees in each organizational element. Both scheduled and unscheduled overtime assignments will be distributed according to mission and skill requirements with primary consideration given to such factors as employee qualifications, scheduled vs. unscheduled overtime, cost effectiveness, employee availability, and time restrictions. Whenever a specific work assignment is not completed by the end of a shift and such work requires a continuity of effort/incumbency, preference for the overtime assignment will be given to the employee(s) currently assigned to the work project or shift. The Employer is not required to assign overtime to an employee who:

- a. Is not expected to be available for duty on the date the overtime is to be worked; or
- b. Is on restricted- or light-duty due to a medical condition or due to documented performance deficiencies.

Section 4. When possible, overtime will be accomplished by qualified volunteers from the appropriate work unit. Where appropriate, a "Volunteer Overtime/Holiday Roster" will be posted in work centers on a monthly basis. In those work centers where this roster is posted, a **seniority listing** must also be posted. Employees desiring overtime must sign up on said roster, indicating the dates of the month that they are available for the voluntary overtime. When assigning voluntary scheduled overtime, supervision will make one attempt to contact appropriate employees if they are not at work. If there are no volunteers available, overtime will be assigned and rotated by reverse seniority. Employees who decline or are unavailable for a voluntary overtime offer will be credited with an overtime opportunity for accounting purposes (in effect, they go "to the bottom of the list").

Section 5. **The Employer agrees to make every reasonable effort to give employees as much advance notice as possible when overtime is required. The employer agrees to give due consideration to the employee's personal circumstances when assigning overtime.** An employee may, upon request, be released from an overtime assignment if a qualified replacement (as determined by supervision) is willing and available. However, if a replacement is not available, the employee must work the overtime. In the event of unplanned overtime, employees are authorized to use the base telephone lines, at the Employer's expense, to make appropriate arrangements.

Section 6. Supervision shall maintain a list of employees, indicating the number of overtime opportunities worked and offered to each employee for the calendar year. This list must be made available to the Union, through the Labor Relations Office, upon request. Employees newly assigned to the organization will be credited with the maximum number of overtime opportunities that have been credited to other employees who were already on the list. Employees adding their names to the volunteer overtime roster will be credited with the maximum number of overtime opportunities that were missed while their names were not on the list. If an employee is TDY or unavailable for overtime due to the requirements of the Employer, they will not be penalized for missed overtime opportunities.

Section 7. An employee is entitled to two (2) hours of pay or the overtime entitlement, whichever is greater, if called back to perform overtime work. "Call back" overtime includes overtime on a non-workday, during hours outside of and separated from their normal work hours, or after leaving their duty station on a regularly scheduled workday. Overtime in conjunction with an employee's regularly scheduled tour (either before or after) is not considered "call back" time. "Call back" assignments will be rotated as much as possible.

Section 8. Whenever employees are expected to work overtime for four (4) hours or more beyond the end of their normal shift, an uncompensated meal period of one-half hour will be authorized at the beginning of the overtime period, conditions permitting. If the work requirement is such that an uncompensated meal period cannot be granted, the employee will be afforded the opportunity to eat on the job as early in the overtime period as possible. In addition, a 15-minute rest period, considered as part of the time worked for which compensation is due, will be granted.

Section 9. Employees shall be compensated for stand-by duty, as opposed to on-call, in accordance with applicable rule and regulation (see 5 CFR 551.431).

Section 10. Employees will be granted compensatory time off in lieu of overtime pay in accordance with applicable regulations. Employees under the Federal Wage System (WG, WL) are eligible for compensatory time off at their request. The Parties note that overtime is earned and paid in 15-minute increments and there is no "carryover" of time from one day or shift to another.

Section 11. Holiday work means non-overtime work performed by an employee during a regularly scheduled tour of duty on a holiday or on the observed day in lieu of the holiday.

- a. Employees not required for essential duties shall be excused from work on holidays, or days observed as holidays. The Employer reserves the right to require an employee's presence for duty on a holiday but recognizes the employee's entitlement to premium pay in accordance with law, rule, and regulation.
- b. When only part of a work center is required to be present for duty on a holiday, the Employer shall relieve an employee from a holiday assignment provided another qualified employee, as determined by supervision, is available and willing to work. Priority consideration will be given to releasing employees who have a legitimate hardship with a work assignment on a holiday.

- c. When only part of a work center is required to be present for duty on a holiday, the Employer will use the same procedures for selecting employees as that described in this Article for overtime assignments (both voluntary and involuntary).

## ARTICLE TWENTY-ONE

### WORK ASSIGNMENTS

Section 1. The Parties recognize that the Employer retains the exclusive right to direct employees, assign work, and determine the personnel by which work will be conducted. Work assignments, however, shall not be in violation of prohibited personnel practices nor any relevant law, rule, or regulation that is in effect at the time the work assignment is made.

Section 2. The Parties further understand that the Employer reserves the right to assign duties to employees that are unrelated to their positions and qualifications. This right includes duties such as cleaning of work areas and facilities used by employees. The Employer should consider an employee's physical abilities and regular workload prior to assigning such tasks. When assigning such duties to employees, the Employer agrees, to the extent possible, to call for volunteers prior to drafting employees who do not volunteer. When recruiting non-volunteers, the Employer will make reasonable attempts to ensure no employee is singled out for assignment to such tasks by using rotating reverse seniority to the extent that physical ability and normal workload/tasks permit. It is recognized that this may be the type of work provided to employees who are on restricted and/or light duty.

Section 3. Employees are responsible for the cleaning of their immediate work areas upon completion of a work assignment or at the end of their shift, as appropriate.

## ARTICLE TWENTY-TWO

### POSITION DESCRIPTIONS/CLASSIFICATION

Section 1. The Employer will exercise its classification authority in accordance with applicable law and regulation. Position descriptions Core Personnel Documents (CoreDocs) are intended to identify the principal duties and responsibilities assigned to each position and the skills necessary to successfully perform on the job. Position descriptions must be sufficiently clear to provide the information necessary to assign the proper title, series, and grade to the position. The Parties recognize that position descriptions are not intended to cover all duties that the employee may be expected to perform (**see also, Article Twenty-one of this Agreement**).

Section 2. All employees in the Bargaining Unit will be furnished a copy of their position description within 30 days of starting a new job. Any subsequent changes in the position description will be discussed with employees, and they will be furnished a

copy of the changed position description within 30 days of completion of the personnel action implementing the change (supervisors are advised that "Pen & Ink" changes to position descriptions must be processed through the AFPC). The Employer will furnish the Union with a copy of position descriptions upon request.

Section 3. Employees may bring to the attention of their supervisors, areas of work that are in conflict with their position descriptions; however, the Parties recognize that employees are still obligated to accomplish assigned work even if the position description does not specifically cover the matter. The Union will encourage employees to periodically review their position description for the job they now occupy and to report significant changes to their supervision.

Section 4. If an employee believes their position description is improperly classified, they may, after discussion with supervision, file a classification appeal. Employees are free to appeal the classification of their position without fear of reprisal or prejudice. In the process of preparing the appeal, classification standards and any other procedural advice will be made available to employees and their representative(s) by the AFPC. Employees may designate the Union or anyone else as their representative to assist in the preparation of a classification appeal unless such representation would cause an actual or potential conflict of interest. The designation of a representative must be made in writing.

Section 5. Any dissatisfaction with a position description in terms of its representing an accurate description of the job that the Employer has determined will be performed must be resolved before a classification appeal is accepted. If, after discussion between the employee, their representative (if any), and supervision, there remains a dispute about the accuracy of the position description, the employee may file a grievance in accordance with this Agreement.

Section 6. Prior to any classification surveys or organizational/functional reviews, the Employer will notify the Union

## **ARTICLE TWENTY-THREE**

### **WORK SITE TRANSPORTATION/VEHICLE OPERATION**

Section 1. It is understood that the employer is responsible to provide transportation to employees, while they are transporting heavy tools or equipment (normally more than 45 pounds) and no dollies or carts are available, to and from their workplace and worksite. Transportation will also be provided when weather conditions or specific physical limitations make it unreasonable to expect employees to transport themselves to such work sites. Where such transportation is provided, return transportation will also be provided. The Employer agrees to apply reasonable judgment when exercising its discretion under this Section.

- a. An employee, upon completing an assigned job, will inform the Employer, through normal practice, that the assigned work is completed and request return transportation. The employee will wait for the requested transportation. Such delay will be without criticism from supervision.

- b. Where an employee has been transported to a work site and use of an on-site location for employee breaks is not appropriate due to environment and/or circumstances (i.e., weather conditions, lack of appropriate restroom facilities, occupied quarters), employees will be transported to an appropriate rest site. Time in transit will not be included as part of the employee's break.
- c. Where an employee has been transported to a work site, time in transit from and to the work center will not be included as part of the employee's meal break. Return transportation at the end of the employee's shift will be provided with ample time to turn in tools and wash up, workload permitting. In all cases, time in transit under this Article is considered as duty time and the affected employee will be entitled to appropriate compensation, if due to the Employer's requirements and or actions.

Section 2. Employees whose duties include the operation of the Employer's vehicles must meet all necessary requirements, undergo all required training, and obtain all required licenses (employees must obtain state operators' and Commercial Drivers' Licenses at their own expense). Employees are obliged to notify their supervision immediately if they fail to meet or maintain any licensing requirement when their positions require driving. Liability of employees for loss, damage, or destruction of government property, in the course of their government employment, will be determined in accordance with appropriate regulation.

Section 3. When an employee is required to use their privately owned vehicle for Official Duties, the employee will be entitled to mileage reimbursement in accordance with Joint Federal Travel Regulations.

## ARTICLE TWENTY-FOUR

### Seniority

Section 1. Seniority – As used in this Agreement, seniority is based on the last Entry-On-Duty (EOD) date for Federal Civilian Employees assigned to positions at what was formerly McGuire AFB, Ft Dix and NAES Lakehurst and now serviced by the 87<sup>th</sup> Air Base Wing Civilian Personnel Office. Employees leaving the Joint Base for active-duty service and then returning in accordance with 5 CFR 353 will be considered as continuously employed for seniority purposes. Seniority rosters are available through the Civilian Personnel Section upon the request of supervision.

Section 2. This article also applies to all employees serviced by the 87<sup>th</sup> Air Base Wing Civilian Personnel Office, who are not physically located on Joint Base McGuire-Dix-Lakehurst

Section 3. Seniority is used for, but not limited to, shift selection, overtime, holiday work, work schedules, work assignments, Days off, Leave & TDYs, throughout this agreement references to seniority are governed by Section 1 of this Article.

Section 4. If there are no volunteers, reverse seniority will be used.

## ARTICLE TWENTY-FIVE

### LEAVE AND ABSENCE

- Section 1. Annual Leave is a right of the employee, and an employee will be afforded the opportunity to use earned leave, subject to workload requirements. Supervisors should consider an employee's personal desires and convenience, as well as the work situation, when approving leave. It is the responsibility of the employee to request leave, and the responsibility of the leave-approving supervisor to approve leave, in accordance with Air Force Instruction and the following requirements:
- a. Employees may request leave in 15-minute increments in any pattern they desire, provided the appropriate supervisor is given reasonable advance notice and the time requested does not adversely affect the mission. When conflicts in scheduling arise between employees, the individuals concerned are encouraged to resolve the issue by mutual agreement. If the employees are unable to reach agreement, the person with the most seniority will prevail. When a request for annual leave has been denied, the employee will be advised of the reasons for denial in writing if the request was made in writing.
  - b. Annual leave forecast should be requested no later than 31 January, and approved or disapproved by 15 February, to ensure that employees are allowed a vacation and to prevent forfeiture of any excess annual leave at the end of the leave year (**this schedule will be flexible for changes**). Requests for annual leave and decisions regarding those requests must be made in writing (the intent of this requirement is to protect an employee's opportunity to have forfeited leave restored to them should previously approved leave have to be canceled by the Employer). Leave projections for the Christmas period, 18 December through 1 January, will be approved on a rotating seniority basis (if the employees are unable to resolve their conflict under Section 1a, above). Except for extreme or unusual situations (i.e., emergencies, unforeseen workload, employee illnesses), the Parties agree that leave will not be canceled once approved. The Employer will give as much advance notice as possible if previously approved leave is to be canceled and will give due consideration to any hardships this action may place on employees.
  - c. Leave requested subsequent to the establishment of the annual leave schedule will be considered on a first-come, first served basis. Leave requests should normally be submitted on an **OPM Form 71, Request for Leave or Approved Absence**. Properly requested leave will not be denied based on arbitrary reasons.
  - d. Once an employee has made their leave selection, they will not be permitted to change when such change disturbs the choice of another employee, unless the employees involved agree. The employee's supervisor may approve a change in selection provided another employee's choice is not disturbed.
  - e. Requests for annual leave for emergency reasons will be considered on an individual basis. Employees must call their supervisors, or persons with authority to approve leave, as soon as possible but no later than two (2) hours after the beginning of their work shift for approval of emergency leave. The employee must

state the reason for the request and the approximate time/date the employee anticipates returning to work. Bonafide emergency leave requests will be granted, workload permitting.

- f. Supervisors must advise employees of the call-in or emergency leave requesting procedures applicable to the work center. This includes the person to be called, an alternate, and the proper telephone number(s) to use.
- g. An employee may be granted (advanced) all annual leave which will be earned during the current leave year. Any annual leave advanced to an employee must be in accordance with applicable Air Force guidance.

Section 2. Sick Leave:

- a. Sick leave is a qualified right of the employee, may be granted in 15-minute increments, and may be used only for absences:
  - 1. When incapacitated from the performance of duties by physical or mental illness, injury, pregnancy, childbirth or illness from immunization or vaccination;
  - 2. For medical, dental, or optical examination or treatment;
  - 3. When a member of the employee's immediate family is afflicted with a contagious disease and requires the care and attendance of the employee, or when, through exposure to contagious disease, the presence at work of the employee would endanger the health of others;
  - 4. To participate in drug or alcohol counseling programs; or
  - 5. To make arrangements for adoption-related activities.
  - 6. Additional rights to use sick leave for family needs are specified in Sections 5 and 6 of this Article.
- b. In all cases, employees are expected to notify their leave-approving supervisor as far in advance as possible for pre-arranged sick leave uses (i.e., medical exams). For unscheduled needs, it is the responsibility of the employee who is incapacitated for duty to notify their supervisor, or leave-approving official, as soon as possible but no later than two (2) hours after the employee is scheduled to report for duty. Notification is required at the beginning of each scheduled shift unless the duration of the sick leave is approved by the supervisor in advance.
- c. Employees taking sick leave for more than three (3) consecutive days must complete an **OPM Form 71** and furnish satisfactory medical evidence, from their physician or health care professional, justifying their need for sick leave upon return to duty. The leave-approving official may allow the employee to self-certify their absence when circumstances are such that the reasons for the absence are clear and undisputed.

- d. The Employer will not establish practices which require: 1) submission of medical documentation by all employees for absences of three (3) days or less; 2) checkup visits to the homes of all absentees, or 3) unduly complex procedures for the approval of sick leave.
- e. Where there is a documented reason to believe that an employee is abusing the sick leave entitlement:
  - 1. The employee should be formally counseled and advised of the possibility of future medical certification requirements should the abuse continue.
  - 2. If abuse is suspected, the employee may be required to furnish a medical certificate for each sick leave application.
  - 3. If no further abuse is indicated, the restriction will be removed after six months and the employee will be notified of this action, in writing. The employee will also be notified of the reasons, in writing, if the restriction is to be continued.
- f. An advance of sick leave is a privilege that may be extended to an employee. In cases of serious disability, illness, or injury, an employee may be advanced up to 240 hours of sick leave. Advance sick leave is not considered a routine or standard procedure. As a matter of local policy, all requests for advance sick leave should be discussed and reviewed with the Civilian Personnel Section prior to approval.

Section 3. Absence Without Leave (AWOL) is an unapproved absence or an absence for which the employee did not request or obtain approval of leave. AWOL results in no pay for the time absent. Recording an absence as AWOL is not a disciplinary action; however, failure to request leave or honor a valid denial of leave may be used as the basis for taking disciplinary/adverse action.

Section 4. Leave Without Pay (LWOP) is a temporary, non-pay status and an authorized absence from duty granted upon an employee's request. LWOP must always be requested; however, in certain circumstances, the Employer is mandated by law to approve LWOP requests.

Section 5. An employee is entitled to use limited amounts of sick leave each year for general family care purposes for the following reasons and in the following amounts:

- a. To attend to or give care to an eligible family member with an illness, injury, or other medical condition. A family member is defined as the employee's spouse; parents; spouse's parents; employee's and spouse's children; employee's and spouse's brothers and sisters; and any other individual related by blood or affinity whose close relationship to the employee is equivalent to a family relationship.
- b. To attend to or make arrangements for the funeral of an eligible family member.
- c. For the bereavement of an eligible family member.
- d. Full-time employees are authorized to use up to 104 hours of sick leave each year for family-care or bereavement purposes. Part time employees and employees on

an uncommon tour of duty may use a pro-rated amount of sick leave for these purposes according to the employee's leave-earnings schedule.

Section 6. Additional sick leave may also be available to care for a family member (as defined in Section 5a of this Article) with a **serious health condition**. A serious health condition is defined in 5 CFR 630.1202 as an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuous treatment by a health care provider (see also Air Force Instruction for examples of a serious health condition). An eligible employee may use a total of up to 12 administrative workweeks of sick leave each leave year for such purposes. If an employee has used any portion of the sick leave entitlement discussed in Section 5, above, that amount must be subtracted from the 12-week entitlement.

Section 7. Family and Medical Leave Act (FMLA) entitles employees who have completed at least 12 months of service to 12 administrative work weeks of unpaid leave during any 12 month period for the reasons listed below. Employees may substitute paid time off for LWOP under FMLA, but may not retroactively substitute paid time off for LWOP:

- a. Birth of an employee's child and care of newborn.
- b. Placement of child with the employee for foster care or adoption.
- c. Care for spouse, daughter, son, or parent (to exclude in-laws) with a **serious health condition**.
- d. A **serious health condition** of the employee (employee must be unable to perform essential job functions).

Section 8. Administrative Leave and Excused Absences:

- a. Blood Donations: An employee will normally be excused from work without charge to leave for the time necessary to donate blood, for recuperation following blood donation, and for necessary travel to and from the donation site. The maximum time allowed may not exceed four hours, except in unusual cases.
- b. Religious Observances: There are no official observances of religious holidays. Insofar as practicable and with advance notice, the Employer will allow employees wishing to observe religious holidays time off for that purpose and charge the absence to annual leave, previously-earned compensatory time, or LWOP. If circumstances permit, work schedules may also be rearranged to provide substituted work time, in accordance with Air Force Instruction, for this purpose.
- c. Emergency Rescue or Protective Work: An employee who can be spared without interference to essential operations or obligations may be excused to participate as a volunteer in emergency rescue or protective work during an emergency such as fire, flood, or search operations. Normally, such participation is limited to a maximum of five workdays per year.
- d. The supervisor may excuse unavoidable absences, or brief periods of tardiness and early dismissal, of less than one hour. The exercise of this authority is

intended to be only for non-mission related emergencies and for purposes that the Employer encourages. Supervisors should not release employees early or excuse employees from duty for personal convenience (personal leave should be charged).

- e. Administrative leave due to adverse weather or other emergency conditions is discussed in Article Twenty-six, Section 6, of this Agreement.

Section 9. Voluntary Leave Transfer Program: As authorized by 5 CFR 630, Subpart J, employees are entitled to donate (annual leave only) and receive leave for medical emergencies. By reference, the definitions, eligibility criteria, and administrative provisions pertaining to the Voluntary Leave Transfer Program contained in 5 CFR 630, Subpart J, are incorporated into this Agreement.

Section 10. Supervisors should review their leave policies with employees as needed to ensure policies are clearly communicated and consistently applied. Leave-approving supervisors are authorized to use leave-requesting procedures that are less burdensome on employees as long as the alternative procedures comply with the spirit and intent of this Agreement. Those alternative arrangements, however, will be considered as an exception to the general rules established by this Agreement and, therefore, will not be recognized as a “past practice” that other work centers or successor supervisors must follow.

## ARTICLE TWENTY-SIX

### WEATHER ESSENTIAL DESIGNATIONS

Section 1. The Employer and the Union acknowledge the necessity of designating certain positions, and the employees who encumber them, as weather essential. Designated employees assist the Employer in maintaining essential base services and activities even when all or part of JB McGuire-Dix-Lakehurst is administratively closed to normal operations due to hazardous weather conditions, disasters, or other reasons beyond the Employer’s control. When making weather essential designations, the Employer agrees to be as fair and equitable as reasonably possible.

- a. **Phase A Operations** exist when conditions warrant closing the base to all but essential operations.
- b. Positions designated as **Weather Essential A** are those that the Employer determines to be required to maintain essential base services, activities, and schedules; and those needed to restore the base to limited operations. Employees designated as **Weather Essential A** are expected to be at work regardless of any dismissal authorization due to weather or other reason.
- c. **Phase B Operations** exist when conditions permit only limited operations.
- d. Positions designated as **Weather Essential B** are those that the Employer determines to be necessary to maintain and support limited operations.

Section 2. Normally, in October of each year, supervision will notify employees designated as **Weather Essential A** or **Weather Essential B** and annotate the employee's designation on the Supervisors Employee Work Folder (**AF Form 971**). (Employees must be given the opportunity to initial the entry). The Parties agree that the Employer may update employee designations as needed for mission accomplishment.

- a. When only part of a category of positions in a work center is being designated as **Weather Essential A** or **Weather Essential B**, employees determined, by the Employer, to have the necessary skills and qualifications will be selected using reverse seniority, as defined in this Agreement, rotated from one year to the next.
- b. **The intent of this section is to allow the Employer the ability to minimize the number of employees initially designated as Weather Essential A or Weather Essential B and to provide the Employer with discretion to amend designations as necessary to respond to any contingencies then in effect. Designations may be short-term or long-term.**

Section 3. The Employer agrees that no employee may be disciplined or held accountable in any way for failing to report for duty during Phase A or Phase B Operations if the employee has not been notified of their Weather Essential designation. In those situations where an employee or the Union believes their designation(s) are inappropriate, the Parties (normally the Union and the organizational commander, or designee) agree to meet to discuss and consult on the designation(s).

Section 4. **Supervisors are responsible to notify employees in a timely manner when the base enters Phase A or Phase B Operations during the duty day.** Upon notification, a representative of the Civilian Personnel Section will notify the Union of changes to the base status. Employees must have supervisory approval prior to leaving work under Phase A or Phase B Operations.

Section 5. When conditions arise outside of duty hours, employees are responsible for monitoring the news media and the JB McGuire-Dix-Lakehurst Information Line, currently at 754-BASE (754-2273) or 732-323-SNOW (732-323-7669) for employees working at the Lakehurst portion of the Installation, to determine base conditions and for taking appropriate action regarding their duty status. The Employer will periodically inform employees, using appropriate media, of the radio and television stations to monitor for information regarding base conditions. The Employer will revise announcements as the situation requires. No employee will be obligated to report for duty when their shift ends within one hour of any revised announcements.

Section 6. When hazardous weather conditions, disasters, or other reasons dictate, the Employer agrees that employees not designated as Weather Essential during Phase A or Phase B Operations will be placed on administrative leave when dismissed in accordance with Air Force Instruction and the following:

- a. If the employee was at work and left at the time set for early dismissal, the remaining hours of the work shift are charged to administrative leave.

- b. If the employee was on duty and departed after official word of early dismissal was received, but prior to the time set for dismissal, appropriate leave is charged only for the time the employee departed until the time set for dismissal. The remainder of the workday is charged to administrative leave. (Note: Employees must not be permitted to depart before the time set for dismissal without appropriate leave being charged.)
- c. If the employee was scheduled to report for duty on a workday after some amount of leave was to be taken, and early dismissal is set before the employee can report, charge the scheduled leave until the time set for dismissal. The remainder of the workday is charged as administrative leave.
- d. If the employee was absent on approved leave for the entire work shift and early dismissal is authorized, the entire absence is charged as appropriate, e.g., annual, sick or leave without pay, as applicable.
- e. If hazardous weather conditions occur outside of normal duty hours, and result in reduced manning or base closure, employees not designated as Weather Essential for Phase A or Phase B Operations should be charged administrative leave even if they were scheduled for annual or sick leave. This does not apply to employees in a non-pay status the day immediately before and after the period reduced manning or closure is declared.
- f. Tardiness not in excess of two hours may be excused if weather or other conditions are such that delayed reporting is authorized. Tardiness in excess of two hours may be excused if due to an unavoidable delay resulting from the adverse weather or from disruption of public or private transportation. In the case of an employee who does not report for duty on a day in which delayed reporting is authorized, appropriate leave should be charged for the full duty day.
- g. As addressed in Section 1a above, employees designated as **Weather Essential** for **Phase A** operations are expected to be at work, on time, regardless of any dismissal authorization due to weather or other reason.

Section 7. The Employer recognizes that employees may, on occasion, be prevented from reporting for duty due to adverse weather conditions regardless of their designation or the base status. In such instances, the Employer agrees to give due regard to personal circumstances of the employee who, after making every reasonable effort to report for duty, was unable to do so because of the weather conditions. Determining factors for consideration in such a decision include, but are not limited to, the distance between the employee's place of residence and place of work, and mode of transportation.

Section 8. In the event that any weather-essential employee is unable to leave the installation after their duty day, due to adverse weather conditions, the Employer agrees to arrange for food, lodging (if available), and transportation on the installation. All costs for food and lodging will be in accordance with then-existing regulations and directives and shall be borne by the employee.

Section 9. The Parties agree and understand that supervisors may not administratively release employees who are non-essential during adverse weather conditions from duty when the JB McGuire-Dix-Lakehurst/CC or designee has directed Phase A or

Phase B Operations. Individual supervisors and commanders may, with the approval of their respective commanders, release individual employees previously identified as necessary for Phase A or Phase B operations from the requirement to be present for duty when their services are not required. This authority must be used judiciously on a case-by-case basis and may only be exercised when the base has declared operations to be in Phase A or Phase B.

Section 10. During adverse weather conditions, employees must remain on duty until relieved by appropriate supervisory authority. Any overtime required by the Employer will be paid in accordance with governing law, rule, and regulation.

## ARTICLE TWENTY-SEVEN

### SUPERVISORS'/EMPLOYEES' RECORDS

Section 1. The Supervisor's Employee Work Folder is a set of records used in managing the performance of employees. As a minimum, the folder should contain **the AF Form 971, Supervisor's Employee Brief**; current position description/core personnel document; signed and currently dated employee performance plan; a copy of the employee's current performance appraisal (**AF Form 860A, Civilian Rating of Record**, or equivalent) and backup information; and documentation of periodic performance feedback (**AF Form 860B, Civilian Progress Review Worksheet**, or equivalent).

Section 2. The Supervisor's Employee Work Folder is a confidential record. Access to this file must be limited to persons who have an official need to know. As such, employee files will be kept secured when not in use. These records must be stored in locked filing cabinets, in a secured room, or other equivalent storage facilities when not in use (**our intent is to ensure these records are held, processed, and stored only where facilities and conditions are adequate to prevent unauthorized access**). Employees will have the right to review their Supervisor's Employee Work Folder and to obtain copies contained therein upon request. Additionally, employees have the right to submit information and responses in writing on the AF Form 971 or equivalent regarding materials contained in the Supervisor's Employee Work Folder.

Section 3. Supervisors of employees in the Unit will confine record keeping of documented counseling and other similar information that may reflect on an employee's performance and/or conduct to the Supervisor's Employee Work Folder. Information used to support disciplinary actions may be retained for two (2) years (oral admonishments and reprimands) or three (3) years (suspensions), in accordance with Article Thirty-two of this Agreement.

Section 4. Employees should always be informed when an entry, whether **good or bad**, is made in the Supervisor's Employee Work Folder and be given the opportunity to initial entries in the Folder. When an employee refuses to initial an entry, the

supervisor should annotate the employee's refusal to sign. Records, notes, or other similar documentation **will not** be used as the basis to support a disciplinary or adverse action against an employee unless the employee has had the opportunity to see the information within a reasonable period of time after the date of the incident or when the Employer became aware of the incident. **The intent of this Section is to ensure employees are afforded the opportunity to correct their behavior and performance, if necessary, and to review and discuss material maintained in the Supervisor's Employee Work Folder in accordance with the Privacy Act.**

- a. Additionally, employees should periodically request to review their Supervisor's Employee Work Folder.

Section 5. Nothing in this Article prohibits a supervisor or an employee from maintaining personal notes for use as memory aids. When such notes are kept, they must meet the following criteria:

- a. They must be retained for the personal use of the author only;
- b. They must not be circulated to anyone else, including other employees, supervisors, managers, the author's secretary, or clerical support personnel; and
- c. They are not required by any directives and are retained or discarded solely as the author sees fit.

## ARTICLE TWENTY-EIGHT

### PERFORMANCE MANAGEMENT SYSTEM

Section 1. The Air Force depends on a large civilian work force to accomplish its various missions. Managing this work force requires an effective program for planning, monitoring, developing, evaluating, and rewarding individual and organizational performance. Performance plans spell out the short-term (usually one year) performance expectations for individuals or groups based on job requirements.

Section 2. An employee has a right to know and understand in advance what will be expected of them with respect to the performance appraisal system. Performance standards must be sufficiently clear to communicate to the employee the criteria used to gauge their performance. Their performance will be measured against standards and not the performance of other employees.

Section 3. All Bargaining Unit employees will be evaluated under a performance appraisal system that will, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria. Excluded from this requirement are employees occupying temporary positions whose appointments are not expected to exceed 120 calendar days in a consecutive 12-month period. **Performance appraisals form the basis for merit increases, performance awards, and promotions, and as such are very important to employees of the Unit.** Moreover, poor performance can result in employees being placed on performance improvement plans, demoted, or even removed.

- Section 4. Employee performance plans should clearly establish performance criteria based on the critical elements of the position occupied, and may be derived or extracted from official position descriptions, mission statements, organizational goals, technical manuals/orders, and other relevant materials. Performance standards must be developed for each performance element, and they must define acceptable performance of that element. The performance plan consists of elements, which address what duties the employee must perform; and standards, which establish how the supervisor will measure how well the employee performs their duties. Employee performance plans should define major duties and responsibilities including important tasks and projects that contribute to those goals and objectives, and for which the employee will be held accountable.
- Section 5. Supervisors should encourage employee participation in establishing performance plans; however, 5 USC 7106(a)(2)(A), and specifically the terms "assign" and "direct," have been interpreted by the Federal Labor Relations Authority (FLRA) and the Courts to mean that the establishment of critical elements and standards are rights exclusively reserved to management. Performance plans may be developed and recorded on AF Form 860, or AF Form 1003.
- Section 6. The Parties agree that supervisors are responsible to ensure employees are provided a written performance plan and will discuss it with them within 30 calendar days after 1) assignment to their (either the employee or the supervisor) positions, 2) the beginning of each appraisal period, and 3) any changes to the plan. Performance standards and elements may be changed at any time during the rating cycle. The employee must receive annually a written copy of their performance plan, or when changes or additions are made, before they become accountable for its execution. Before the supervisor signs the performance plan, the supervisor should ensure the employee has had the opportunity to provide feedback concerning the plan. The plan should then be forwarded to the reviewing official, who approves and signs the plan. The reviewing official has the authority to change the plan.
- Section 7. Employees should never be surprised by their performance ratings; therefore, supervisors shall provide regular feedback concerning performance throughout the appraisal period. At least one progress review will take place during the appraisal period, normally in September or October. As a minimum, **AF Form 860B, Civilian Progress Review Worksheet**, must be used to document the discussion. Use of the worksheet is meant to facilitate discussion concerning performance. The employee should be made aware that performance discussions are meant to provide feedback about their performance and should be constructive and proactive in nature. This feedback will impact their rating of record at the end of the appraisal period and should convey how the employee may improve their future performance. When the supervisor identifies the need for improvement in an employee's performance, comments should be made on the AF Form 860B, which suggests methods of improvement (A sample completed AF Form 860B is at Attachment Two of this Agreement.)
- Section 8. Employees have no right to grieve the content of their performance plan or the content of their performance feedback (since the feedback session is intended to be a non-threatening, open exchange of information). They do, however, have the right to grieve the application of their standards and elements and other

nonsubstantive matters such as whether or not ratings are in conformance with this Agreement. Employees also have the right to grieve whether or not they were provided with feedback in conformance with this Article (the remedy for a grievance of this nature is to ensure the feedback is accomplished appropriately). If an employee disagrees with the content of their performance feedback, they have a right to submit written responses that will be maintained with the AF Form 860B. If requested, the supervisor should acknowledge receipt by signing the employee's copy of their submissions.

Section 9. If the employee believes an element or standard is unfair or incorrect, they may request a review by the authorized reviewing official (normally the second-level supervisor). Such review must be initiated within 30 calendar days after the employee receives the performance plan. The reviewing official must render a decision within 14 calendar days after receiving the request.

Section 10. Performance appraisal ratings must be based on the employee's performance compared to the elements and standards contained in their performance plans. Upon completion of a formal performance rating, supervisors will discuss the rating with the employee, allow the employee to sign the form, and provide the employee with a copy.

Section 11. An employee (or their designated representative) has the right to review any notes or documentation used to justify their performance rating and will be provided a copy upon request.

Section 12. Awards: The JB McGuire-Dix-Lakehurst performance awards program will be administered fairly and equitably. An award is not an entitlement, but is meant to serve as an incentive; therefore, the Parties agree that awards are not given automatically. Employees and supervisors are encouraged to discuss what can be done to provide greater opportunities for award consideration. The determination to grant or not grant an award is that of the Employer's; therefore, the receipt or non-receipt of an award is not grievable under this Agreement.

- a. In order to be considered for an award, justification must be provided in the appropriate block of the **AF Form 860A, Civilian Rating of Record**.
- b. If the employee elects, they may submit notes and/or information to their supervisor for consideration in making any award determinations.

## ARTICLE TWENTY-NINE

### MERIT PROMOTION & INTERNAL STAFFING

Section 1. This Article applies to positions within the Bargaining Unit, which the Employer fills permanently by competitive procedures, except where otherwise provided (e.g., Career Program positions). All actions under this Article shall be made without regard to political or religious affiliation, marital status, race, color, sex, national origin, age, or nondisqualifying handicap as required by applicable law.

Section 2. The Parties agree that the Merit Promotion Program is governed by Air Force Manual (AFMAN) 36-203, as supplemented by this Agreement.

Section 3 The area of consideration is that area in which the Employer makes an intensive search for eligible promotion candidates in a specific competitive promotion action. The area of consideration for JB McGuire-Dix-Lakehurst consists of all employees serviced by the JB McGuire-Dix-Lakehurst Civilian Personnel Section.

- a. In certain circumstances, the area of consideration may be limited to an organization when necessary to preclude adverse impact within an organization, i.e., major reorganization.
- b. The area of consideration may, at the discretion of the Employer, be extended.
- c. Any exceptions to the normal area of consideration shall be in accordance with applicable regulations.

Section 4. When a selection is made, the selecting official will notify nonselected candidates of their nonselection, either orally or in writing. Selecting officials are highly encouraged to make these notifications in writing whenever possible.

Section 5. At least once annually, the Civilian Personnel Section will remind employees, through published articles and other appropriate media, of the principles and procedures outlined in the Merit Promotion Plan and of OPM and Air Force directives that deal with the subject of promotion.

Section 6. The Parties acknowledge that there may be as-yet unidentified changes to the internal staffing program, which could affect the provisions of this Article. In that event, the Parties agree that this Article may be reopened, without reopening the remainder of this Agreement, to address those specific changes. Any request to reopen this Article must be made, by either Party, within 14 calendar days of receipt of the notice of change.

## **ARTICLE THIRTY**

### **REALIGNMENT AND REDUCTION IN FORCE (RIF)**

Section 1. The Parties recognize that the Employer has the right to determine the methods, means, and personnel necessary to carry out the mission. However, when the impact of realignment of work, RIF, or furlough affects members of the Bargaining Unit, the Employer will notify the Union as far in advance as possible and negotiate such impact prior to implementation. The Employer will furnish the Union with the number of positions affected, the projected date of the action, and the reasons for the action. The Civilian Personnel Section will keep the Union informed regarding the outcome of the RIF, to include the number of employees affected and the type of action anticipated.

Section 2. The Employer will make every effort to minimize the impact of realignment, RIF, and furlough on the workforce. Efforts will include reassigning employees and freezing appropriate vacancies as far in advance as possible before the effective date of any actions. Qualifications may be waived, as determined by the Employer,

in appropriate cases (i.e., when the employee has an occupational skill related to the vacant position or the basic aptitude for successful performance in the job).

Section 3. Employees affected by a realignment or RIF, will be provided written notice at least 60 days prior to the effective date of the action. Employees affected by furlough will receive at least 30 days' advance notice except for furlough due to unforeseeable circumstances. Notices will include specific information about the action and why they were affected. The Union will be notified when letters will be delivered to employees and given the opportunity to be present.

Section 4. Employees who receive notices of separation are entitled to reasonable use of the following to locate suitable employment: telephone/DSN, reproduction equipment, E-mail, and computers. These employees shall also be entitled to reasonable time, while otherwise in a duty status without charge to leave, to prepare job resumes and/or application forms; participate in employment interviews; and review job bulletins, announcements, etc.

Section 5. Employees serviced by the JB McGuire-Dix-Lakehurst Civilian Personnel Section are grouped into separate RIF competitive areas, based on the local commuting area of the established work centers. Exempt from these competitive areas are those employees who occupy "intern" positions that are centrally recruited and managed by the Air Force career programs and included in an Air-Force wide competitive area. Designated competitive areas will be published at least annually, whenever changes are made, and/or when a major RIF is planned.

Section 6. Actions due to realignment, RIF, or furlough will be taken through applicable Air Force, DoD, and OPM regulations (i.e., 5 CFR 351).

## **ARTICLE THIRTY-ONE**

### **CONTRACTING OUT**

Section 1. The Employer will inform the Union within 30 days of receipt of notification to study the possibility of contracting out of Bargaining Unit work. The Employer will extend an invitation to meet with the Union prior to employee notification, providing such meeting causes no conflict with the study milestone schedule. The Employer will provide the Union with the milestone dates for major events and revisions thereof. The Union will be invited to attend the initial meeting with the affected employees prior to the start of preparation and development of the Performance Work Statement (PWS) and Most Efficient Organization (MEO). While the Employer retains sole responsibility for all final decisions, the Union and affected employees will be given the opportunity to provide inputs during the preparation and development of the PWS and MEO. The Employer, through the functional OPR, is required to consult monthly with the Union during the development and preparation of the PWS and MEO, as well as throughout the cost comparison process. Union representatives participating in the cost comparison process must attend ethics training. The provisions of this Article do not afford the Union access to internal management recommendations or decisions, or confer grievance rights over contracting-out decisions.

Section 2. The Employer, through the functional OPR, must advise directly affected employees, through the Union, of their Right of First Refusal (if any), decisions made, Public Review Periods, Administrative Appeal Procedures (if any), etc., in a timely manner and in accordance with applicable law, rule, and regulation. Any right or procedure afforded by OMBC A-76 may not be grieved under this Agreement.

Section 3. During the Public Review Period, the Union will be afforded the opportunity, upon request, to review the Government Cost Estimate and all supporting documentation on official time, in accordance with the provisions of this Agreement.

## ARTICLE THIRTY-TWO

### DISCIPLINARY AND ADVERSE ACTIONS

Section 1. The Employer and the Union agree to cooperate in an effort to minimize situations that require disciplinary actions. They agree that one of the most important means of avoiding the necessity for disciplinary actions is by encouraging supervisors and employees to recognize and fulfill their respective responsibilities. Supervisors have the responsibility to establish, communicate, and consistently enforce reasonable rules and standards; set a good example by observing laws, regulations, and policies governing their conduct; and treat employees fairly and encourage them to improve, while respecting their dignity. Employees have the responsibility to discharge their duties conscientiously; respect the administrative authority of those individuals directing their work; and observe laws, regulations, and policies governing their conduct.

Section 2. The Union agrees that it is the right and responsibility of the Employer to take disciplinary action against an employee for just cause. The Employer agrees that disciplinary actions must be consistent with applicable laws and regulations, that they must be fair, that they must be reasonably timely, and that their purpose must be corrective and rehabilitative, rather than punitive. If a supervisor anticipates a substantial delay in effecting an action, they should inform the employee, or representative, of the considered action and of their decision, whenever they make one. The Employer also agrees that to discipline an employee because they have given testimony on behalf of or acted in a representational capacity for the Union may constitute the basis for an Unfair Labor Practice complaint.

Section 3. In any action taken under this Article, the Employer agrees to involve the minimum number of people necessary when gathering facts, coordinating actions, and issuing notices in an effort to minimize any potential embarrassment the employee may experience. **The Employer will take all reasonable action necessary to ensure an employee's right to privacy is protected.**

Section 4. Representatives of the Employer must allow the Union to be present at any examination of a Unit employee regarding potential misconduct if the employee has a reasonable belief that they could be disciplined and the employee requests representation (see Article Four, Section 4). Although not required, supervisors/investigators should inform an employee of this right prior to taking written or verbal statements from the employee.

Section 5. With the exception of an oral admonishment, an employee against whom a disciplinary action is proposed is entitled to at least 10 calendar days' advance written notice of proposed action (unless the "crime provision" is invoked), and a written decision after the expiration of the notice period. Additional time may be granted upon request, if adequate justification is provided.

Section 6. Employees have a right to be represented by an individual of their choice, subject to normal "disallowance" criteria, when responding to a proposed disciplinary/adverse action. Employees and their representatives will be authorized an appropriate amount of official duty time to prepare any responses provided the employee and representative are otherwise in a duty status and the employee and representative get authorization in advance to be away from their regular duty assignments. The right of the employee to choose a representative other than the Union is limited to responding to proposed actions, only. Upon the request of the employee, the Union may be present at any meeting between the employee and the Employer regarding the disciplinary/adverse action. Conversely, employees retain the right to represent themselves. Designations of representative must be made in writing to the appropriate official.

Section 7. Employees may not grieve or appeal a notice of proposed action or a notice that initiation of action is being contemplated. However, employees may contest final decisions that have gone into effect by filing a timely grievance or appeal.

Section 8. Upon request, The Employer shall furnish to the employee and/or their representative all material relied on to support a disciplinary/adverse action. This material may include such items as statements of witnesses, documents, investigative reports (or extracts from such reports), or any other material deemed relevant and appropriate by the Employer.

Section 9. Disciplinary actions will remain in an employee's record not to exceed the times outlined below. When the disciplinary action is removed from the record, it will be destroyed and not used against the employee in any subsequent actions. At the discretion of the Employer, official documentation of an oral admonishment or a letter of reprimand may be removed at any time prior to the expiration of these prescribed time limits.

- a. Oral Admonishments: An oral admonishment is recorded on, or attached to, the Supervisor's Employee Work Folder (AF Form 971). Delete references to oral admonishments from the Supervisor's Employee Work Folder within two (2) years from the date of the admonishment.
- b. Reprimands: A Letter of Reprimand is filed in the Supervisor's Employee Work Folder and in the employee's **SF-66, Official Personnel Folder**. Delete references to Letters of Reprimand within two (2) years from the date of the reprimand.
- c. Suspensions, Removals, and other disciplinary actions: These actions become permanent records in an employee's Official Personnel Folder; however, supporting documents and references to the action(s), filed in the Supervisor's Employee Work Folder, must be deleted within three (3) years of the effective date.

Section 10. The Employer may elect to utilize Alternative Discipline in appropriate cases. Alternative Discipline (AD) is a form of alternative dispute resolution that can be used effectively to resolve, reduce, or even eliminate workplace disputes stemming from a situation where disciplinary action is appropriate. This alternative offers a more positive and less punitive tone to discipline, accelerates the healing process between the employee and supervisor, and rehabilitates employees for future Government service. The decision to use AD will only be made after appropriate due-process rights have been afforded the employee. Before the Employer considers AD, the employee must acknowledge their wrongdoing and promise to modify their behavior. The employee must also waive any grievance or appeal rights. If used, AD decisions must contain the following information:

- a. A description of the offense;
- b. An identification of the traditional discipline being replaced;
- c. Reference to the employee's acknowledgment of wrongdoing and promise to modify behavior;
- d. Notice of the possible penalty for any subsequent offense;
- e. A waiver of any appeal and/or grievance rights;
- f. A statement that the AD is voluntarily entered into by the parties involved;
- g. Signatures of the employee, supervisor, and representative (if appropriate).

## **ARTICLE THIRTY-THREE**

### **NEGOTIATED GRIEVANCE PROCEDURE**

Section 1. The purpose of this Article is to establish procedures for the resolution of workplace disputes. The traditional grievance process, almost by design, forces people into a test of wills and authority. A dispute resolution system should open communication lines and conserve resources. Most of all, it should maintain the dignity of all involved and foster win-win results. As a matter of principle, the Parties encourage the employee and supervisor to solve problems early through frank and open dialogue.

Section 2. Prior to the initiation of a grievance, the Union and Employer encourage the voluntary use of Alternative Dispute Resolution (ADR) procedures. The Parties believe it is most beneficial to use ADR as early as possible when a dispute arises; however, nothing in this Agreement precludes the parties to a dispute from using ADR at any stage of the grievance procedure. To assist in resolving a dispute, ADR may consist of the use of a neutral third party to focus on problem-solving techniques to reach resolution of issues, alternative approaches to discipline, fact finders, or any other approach appropriate for the issue and acceptable to the Parties.

- a. If the employee and supervisor choose a third-party neutral as their ADR approach, they will meet, through their representatives, and select a mutually acceptable third-party neutral from available resources.
- b. The third-party neutral has no authority to impose a settlement, but will assist the employee and supervisor in resolving their disputes and record an agreement if consensus is reached (all agreements must be reduced to writing and reviewed for compliance with law, regulation, and this Agreement).
- c. Discussions with the third-party neutral must remain confidential.

Section 3. The negotiated grievance procedure is applicable only to the Bargaining Unit for the consideration of grievances and it shall be the exclusive procedure available to the Parties and the employees in the Unit for resolving disputes that fall within its coverage. The same issue may not be processed twice under separate Articles of this Agreement. A grievance means any complaint:

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

Section 4. An employee or group of employees, of the Bargaining Unit may file a grievance with or without Union representation. Any employee who elects to file a grievance without Union representation must follow the procedures outlined in this Article. Additionally, in accordance with 5 USC 7114 and Article Four of this Agreement, the Union must be afforded the opportunity to be present at any formal meeting in which a grievance discussion is scheduled. The Union's role in such circumstances is to present its views on any recommended adjustments and to ensure adjustments are consistent with the meaning and intent of this Agreement. If an employee wishes to be represented by a party other than the Union, they may do so only with the express, written consent of the Union.

Section 5. An employee will be afforded a reasonable amount of official time (normally up to three hours) for the purpose of consulting with the Union and preparing their grievance, if otherwise in a duty status and workload permitting. Employees must notify their immediate supervisor and obtain their approval for this time prior to leaving the work area. An employee will be extended official time to present their grievances so long as they are otherwise in a duty status, subject to workload demands.

Section 6. The initiator of a grievance may terminate it by written notification to the other Party. Failure of the initiating Party to comply with time limits or to proceed with prosecution of the grievance authorizes the responding Party to cancel the

grievance. Failure to render a decision within the stated time limits authorizes the initiator to advance the grievance to the next step. Time limits may be extended by mutual agreement of the Parties. The Union may pursue a grievance in its own name at the step it was dropped by the grievant.

Section 7. An identical 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, they may not then initiate the same or a substantially similar grievance.

Section 8. The Employer shall provide copies of the pertinent and relevant records and evidence consistent with 5 USC 7114(b)(4) when requested by the employee or their representative and when they are entitled to the information to complete the processing of the case (see Article Eight, Section 1). At each step, either Party may offer documentary evidence in support of their claim(s).

Section 9. All grievances must be filed within fifteen (15) calendar days of the occurrence of the event or the date that the grievant became aware of the event that gives rise to the grievance. Time limits may be waived or extended by mutual agreement of the Parties. The Parties agree to adjust the time limits if the ADR process is used. If the employee's concern is not resolved by using the ADR process, the employee has the remainder of the original fifteen (15) days or three (3) calendar days, whichever is longer, to file their grievance. Nothing herein will preclude either Party from attempting to settle grievances either formally or informally, or to attempt ADR, at the appropriate level. If ADR is attempted after the initiation of a grievance, the Parties agree to suspend all time limits until the ADR effort is completed.

a. Formal Employer Grievances:

Employer grievances are submitted in writing by the Labor Relations Officer, or designee, to the Union President, or designee. Within seven (7) calendar days after receipt of the grievance, the Union President or designee and the Labor Relations Officer or designee will arrange to meet to discuss it. The Union President or designee shall give a written decision within fifteen (15) calendar days after the meeting. If the decision is not rendered within fifteen (15) calendar days, or the grievance remains unresolved, the Employer may refer the matter to arbitration.

b. Employee/Union Grievances:

Step 1. Informal employee and Union initiated grievances will be presented in writing to the appropriate supervisor, person with supervisory authority, or the CPF, on a form provided for this purpose by the Union. The supervisor or designee will acknowledge receipt of the grievance form in writing (receipt of a grievance only acknowledges timely delivery of the grievance package). The written submission should contain, as a minimum, the date of the grievance; the names and signatures of the grievant(s) and representative(s) (if a representative is designated); the date and time of the incident and a description of the events that gave

rise to the grievance; the Article and Section of this Agreement, or the law, rule, or regulation that is alleged to have been violated; and a description of the requested remedy that is personal to the grievant(s). **It is the intent of the Parties to include all relevant information and supporting documentation that is known at Step 1 of the grievance process.** However, this does not preclude introducing new and relevant information at Step 2 of the process. Within fifteen (15) calendar days after receipt of the grievance, the employer will meet with the employee, or representative, as appropriate. The supervisor shall reply within seven (7) calendar days after the meeting. If the supervisor fails to reply within seven (7) calendar days, the grievance may be advanced to Step 2. The time limits in this article may be extended by mutual agreement of the parties.

Step 2. This is the formal step of the grievance procedure. If the matter is not settled in Step 1, the employee or representative may submit the matter in writing to the Labor Relations Office of the Civilian Personnel Section (CPS). The employee or representative must do so within seven (7) calendar days following the completion of Step 1. In addition to the information submitted at Step 1, the grievance must include the date and time of the Step 1 meeting; identification of who heard the Step 1 grievance; and a copy of the Step 1 decision and the date it was received. The appropriate flight commander/chief, or other authorized official, and a CPS representative will meet with the representative and/or aggrieved employee, as appropriate, within fifteen (15) calendar days after receipt of the grievance. The appropriate official shall give a written answer within seven (7) calendar days after the meeting. Any known issues regarding grievability or arbitrability should be identified at this time. If the decision is not rendered within seven (7) calendar days, or the grievance remains unresolved, the Union may refer the matter to arbitration.

c. Intent:

The intent of both Step 1 and Step 2 of this grievance procedure is to have both parties act in good faith, towards each other.

Section 10. Matters excluded from the Negotiated Grievance Procedure outlined above are:

- a. Any claimed violation relating to prohibited political activities.
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal for National Security reasons.
- d. Any examination, certification, or appointment.
- e. The classification of any position that does not result in the reduction in grade or pay of an employee.
- f. Separation of a temporary employee.

- g. Separation of a probationary employee for failure to complete a probationary period, or separation of an employee within the first year of their trial period.
- h. Review of non-selection for promotion from a group of properly ranked and certified candidates.
- i. Separation, demotion, or furlough for more than 30 days, when the action was effected because of a reduction in force (see 5 CFR 351.901).
- j. Matters alleging an element of discrimination (EO).
- k. Any matter over which the Employer exercises no administrative jurisdiction and with whom the Union has no bargaining relationship (the employee should then be referred to the applicable Administrative Grievance System).
- l. Any other matter specifically restricted by this Agreement or excluded by statute.

## ARTICLE THIRTY-FOUR

### ARBITRATION

Section 1. If the Employer and the Union fail to settle any grievance processed under the Negotiated Grievance Procedure, such grievance, upon written notice by either Party within thirty (30) calendar days after issuance of the final decision or exhaustion of time limits for answering, may be submitted to arbitration. Any decision rendered on a grievance that is not referred to arbitration within 30 calendar days is final. Arbitration may be initiated only by the Union or the Employer. Arbitration may be invoked by either party by mailing or electronically filing with FMCS, with proof of submission to be provided to the other party.

Section 2. Within fifteen (15) calendar days from receipt of the list of arbitrators, the Parties will meet and alternately strike one (1) arbitrator's name from the list (the initiating Party shall strike the first name) and will then repeat this procedure until six names are eliminated. The remaining person shall be the duly selected arbitrator. The initiating party must pay any and all fees associated with the furnishing of a list of arbitrators. The Parties acknowledge that efforts to settle the grievance should be ongoing throughout the entire arbitration process.

Section 3. Either party shall be empowered to make a direct designation of an arbitrator to hear the case in the event either party refuses to participate in the selection of the arbitrator.

Section 4. Once the arbitrator is selected and has accepted the case, the Parties will meet within thirty (30) calendar days to define the issue(s) that the arbitrator will hear, including any threshold issues (all known disputes of grievability or arbitrability). If the Parties fail to agree on a joint submission of the issue(s) for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue(s) to be heard.

Section 5. At least fifteen (15) calendar days before the opening of the arbitration hearing, the Parties shall exchange lists of witnesses whom they expect to have testify and

discuss settlement opportunities. The Parties shall provide the arbitrator with a copy of the list as soon as possible after they exchange lists. The lists shall contain a summary statement concerning the proposed testimony of each proposed witness. If a Party submits any information or documents to the arbitrator, that Party must serve the opposing Party with those submissions. Again, it is understood that the Parties will continue to attempt to settle the issue(s).

Section 6 When the grievance is settled after the Arbitrators cancellation date, but before the arbitration hearing:

- a. If Management accepts the Union's proposal, management will pay cancellation fees.
- b. If the Union accepts management's proposal, the union will pay cancellation fees.
- c. If both parties change their proposals to agree on a settlement, the parties will split the cancellation fees.

Section 7. The arbitrator's fee and all expenses shall be borne as follows:

- a. In those cases where the respondent's action is not upheld and is completely reversed, the fees and expenses of the arbitrator shall be borne entirely by the respondent.
- b. In those cases where the respondent's action is not upheld and is completely reversed, the fees and expenses of the arbitrator shall be borne entirely by the respondent.
- c. In those cases where the respondent's action is modified, the fees and expenses of the arbitrator shall be borne equally by the Parties.
- d. In those cases where the respondent's action is upheld without change, the fees and expenses of the arbitrator shall be borne entirely by the initiator.  
If either Party requests a transcript of the arbitration hearing, the requesting Party shall pay for all the costs involved.

Section 8. Post-hearing briefs may be submitted to the arbitrator at the election of either Party, if the arbitrator chooses to accept them. The arbitrator is encouraged to make a bench decision in each case, followed by a written confirmation of findings. In any event, the arbitrator is expected to render a written decision to both the Employer and the Union no later than thirty (30) calendar days after completion of the hearing. Arbitration hearings will be held, if possible, on the premises of JB McGuire-Dix-Lakehurst during the regular day shift hours of the basic workweek. The Employer will make necessary changes in work schedules for the grievant and witnesses to be in a duty status providing it does not adversely affect the mission. Overtime will be authorized for the grievant.

Section 9. The arbitrator's award shall be binding on the Parties. However, either Party may file exceptions to an award with the Federal Labor Relations Authority under regulations prescribed by the FLRA. Any dispute over the interpretation of an arbitrator's award shall be returned to the arbitrator for clarification.

## ARTICLE THIRTY-FIVE

### GENERAL PROVISIONS

- Section 1. New Employee Orientation: The Employer agrees to include information about the Union in the materials distributed to new employees of the Bargaining Unit. The Union is responsible to provide such information to the Civilian Personnel Section for distribution. Information appropriate for distribution may include the role of the Union as the exclusive representative, location and telephone number of the Union offices, and information about the employee's right to join or not join the Union. Information submitted must not contain known false or defamatory material. Information provided is subject to review by the Labor Relations Officer. Disputes between the Parties concerning the appropriateness of submitted material must be resolved, under the terms of this Agreement, prior to distribution to employees.
- Section 2. Child Care Arrangements: Employees of the Bargaining Unit will be granted access to the Child Development Centers, in accordance with Air Force Instruction and priorities. In the event that an employee is unable to enroll a child due to space limitations, assistance, in the form of referral to other providers, will be given whenever possible.
- Section 3. Space in the Air, Land & Sea Times: The Union may submit articles for inclusion in the Air, Land & Sea Times, the base's newspaper. Such articles must comply with any requirements and restrictions then in effect and are subject to minor editing. If an article is rejected, a written explanation will be provided upon request.
- Section 4. Telecommuting: The Employer and the Union agree that telecommuting arrangements may be utilized at JB McGuire-Dix-Lakehurst. Any telecommuting arrangements established must meet DoD and AMC Published Guidance. At the option of the Employer, employees may voluntarily participate in the program. Before a telecommuting arrangement is established, the Employer and the employee should sign a formal agreement on DD Form 2946 (other than short-term arrangements), and provide a copy of the agreement to the Civilian Personnel EMR Section. Off-site work places must be safe and adequate for performing official duties and must provide an adequate level of security and protection for any Government property utilized. Although telecommuting arrangements will give employees more time for family responsibilities, they may not use duty time for providing dependent care or any purpose other than official duties.
- Section 5. Unit Climate Assessments (UCA): The Employer may conduct UCAs, to include surveys and interviews of employees, without specific coordination with the Union provided participation in such UCAs is voluntary on the employee's part and surveys completed by employees specifically provide for identification as a "civilian."

Section 6. Personal Communication Devices (cell phones, tablets, PDAs, pagers, etc...)

a. Personal communication devices are prohibited where safety, classified/special access requirements, or technical orders prohibits electronic devices. When possible, these areas will be clearly marked to denote that the area is an electronic-device/cell phone restricted area.

b. Personal communication devices may be used on the job as long as their use does not interfere with official duties, the calls are of reasonable duration and frequency, and whenever possible, the calls are made during the employee's personal time such as rest or lunch periods. If carried when working on or around aircraft, they should be secured so as not to cause a FOD hazard. Employees should exercise common sense when using personal communication devices so as not to interfere or distract themselves or other employees who are performing work.

c. Personal Communication Devices (cell phones, PDAs, pagers, etc.) are considered personal equipment. Personnel are required to maintain accountability for their personal communication devices at all times when taken to the flight line or maintenance/logistics areas. Any employee that loses a personal communication device on the flight line will immediately report the loss to their supervisor and follow any applicable procedures, to include but not limited to, AFI 21-101, para 10.8 and JB MDLI 21-101, para 10.8.1.1.1 to 10.8.1.1.2.

d. MXG Personnel: Personal Communication Devices are authorized for all MXG personnel on the flight line and in maintenance/logistics areas. Personal communication devices will not be used and will be turned off while actively performing hands-on maintenance or logistics operations. Employees may use personal communication devices on the flight line for personal reasons while awaiting transportation (ie awaiting pickup, deliveries, next assignment, etc.) or in transit to perform maintenance duties, subject to Section 6(b) of this Article.

## ARTICLE THIRTY-SIX

### DURATION/AMENDMENTS/RE-OPENERS

Section 1. This Agreement will be in effect for not less than three (3) years from the effective date. The effective date of this agreement is thirty days from the date that it is executed. During this thirty-day period, the agreement will be subject to agency head review in accordance with 5 U.S.C. 7114(c). In the event the head of the agency disapproves part of this Agreement, the rest of the Agreement will remain in effect and the parties will renegotiate the disapproved articles.

Section 2. Re-negotiating this Agreement - After the initial three years, either Party may renegotiate this Agreement by presenting a written request to the other Party not more than 105 days and not less than 60 days prior to the three-year anniversary

of the effective date. This Agreement will remain in full force and effect during the negotiation of any subsequent agreement and until such time as a new agreement is effective. In the event that neither Party gives written notice within the above time limits, this Agreement shall be automatically renewed for another three (3) years and will continue to renew itself every three (3) years thereafter.

Section 3. Limited re-openers after negotiating a new agreement - A limited re-opener may be exercised by either Party by providing the other Party with written notice not more than thirty (30) days prior to or not more than fifteen (15) days after the agreement has been in effect for eighteen (18) months. A request to re-open under this Section must identify the Articles to be opened and include a statement of interests and/or specific proposals. This limited re-opener authorizes each Party to open up to three (3) Articles each. Additional Articles may be opened by mutual agreement.

Section 4. Limited re-openers after the agreement has automatically renewed - A limited re-opener may be exercised at each and every twelve month point after the renewal of the agreement. Notice to the other Party must be provided in writing not more than 30 days prior to or not more than 15 days after the agreement's anniversary date. (For example, if the agreement renews on 1 January 2015, notice of this limited re-opener must be provided to the other party between 2 December 2015 and 16 January 2016). A request to re-open under this Section must identify the Articles to be opened and include a statement of interests and/or specific proposals. This limited re-opener authorizes each Party to open up to three (3) Articles. Additional Articles may be opened by mutual agreement.

Section 5. Amendments to this Agreement may be required due to subsequent changes in applicable laws or regulations of appropriate authority. The Employer will notify the Union after receipt of notice of required change. The Union may request negotiations concerning the amendment(s), in accordance with the provisions of this Agreement.

Section 6. Negotiated amendments to any article of this Agreement shall immediately become a part of this agreement and shall terminate at the same time as this Agreement, unless otherwise expressly agreed to in writing by the Parties.

Section 7. If a dispute arises regarding the meaning or interpretation of language contained in this Agreement, the Parties may mutually agree to add new language to clarify its meaning or interpretation.

Section 8. The Employer will provide the Union 20 reproducible, signed copies of this Agreement for its internal use as soon as possible after receipt of approval by DoD. The Parties are individually responsible for printing and publishing copies of this Agreement that are necessary for distribution to their respective constituents and for their internal purposes.

Section 9. No exceptions to law, rule, or regulation are intended or included in this Agreement.

## ARTICLE THIRTY-SEVEN

### DEFINITIONS

Words used in this Labor-Management Agreement are defined as follows:

**Administrative Work Week** - A period of seven consecutive calendar days beginning at 0001 Sunday and ending at 2400 Saturday.

**Alternative Dispute Resolution (ADR)** - ADR is any procedure used in lieu of adjudication to resolve issues in controversy. ADR, as used in this Agreement, may involve the use of Facilitators, Mediators, Fact-Finders, alternative discipline (AD) or any other options acceptable to all involved Parties.

**Alternate Work Schedule (AWS)** - An AWS refers to both compressed and flexible work schedules.

**Bargaining Unit** - Also referred to as **the Unit**, consists of all employees covered by this Labor-Management Agreement. The Bargaining Unit is defined in Article 2, Section 2, of this Agreement.

**Basic Work Week** - The period of time, within the administrative work week, that an employee is scheduled to be on duty. Normally, the basic work week consists of five eight-hour days, Monday through Friday.

**Civilian Personnel Section (CPS)** – Assigned to the 87<sup>th</sup> Air Base Wing, the CPS is responsible for providing civilian personnel services to all employees represented by AFGE Local 1778.

**Compressed Work Schedule (CWS)** - An AWS in which the 80-hour biweekly work requirement is scheduled over less than 10 workdays. CWS schedules include, but are not limited to, 5-4-9 and 4-10 schedules.

**Conditions of Employment** - Personnel policies, practices, and matters (whether established by rule, regulation, or otherwise) affecting working conditions. It does not include any matters relating to political activities prohibited under current Statutes, the classification of any position, or any other matter specifically provided for by Federal Statute.

**Day** - All references to days in this Agreement mean calendar days unless specifically stated otherwise.

**Employer** - The Commander, 87<sup>th</sup> Air Base Wing, JB McGuire-Dix-Lakehurst, and/or the Commander's designated representative(s). References to the Employer includes all management officials assigned to JB McGuire-Dix-Lakehurst, including management officials of tenants and associate wings, and management officials of geographically separated units if serviced by the Civilian Personnel Section.

**Federal Labor Relations Authority (FLRA)** – The FLRA is an independent agency responsible for administering the labor-management relations program for Federal employees world-wide. Its mission is to promote stable and constructive labor-management relations that contribute to an efficient and effective government. It is charged with providing leadership in establishing policies and guidance relating to Federal sector labor-management relations and with resolving disputes

under and ensuring compliance with Title VII of the Civil Service Reform Act of 1978, known as the Federal Service Labor-Management Relations Statute.

**Federal Mediation and Conciliation Service (FMCS)** – The FMCS is an independent agency tasked with promoting sound and stable labor-management relations. FMCS offers services in

the following areas: (1) mediating disputes in contract negotiations in the private, public and federal sectors; (2) providing services and training in cooperative processes to help labor and management break down traditional barriers and build better working relationships; (3) providing services and training in a variety of joint problem-solving approaches which can be used in lieu of traditional litigation techniques; and (4) maintaining and providing a roster of qualified, private-sector arbitrators to agencies when arbitration services are requested.

**Federal Service Impasses Panel (FSIP)** – The FSIP (the Panel) resolves impasses between Federal agencies and unions representing Federal employees arising from negotiations over conditions of employment under the Federal Service Labor-Management Relations Statute, the Federal Employees Flexible and Compressed Work Schedules Act, and the Panama Canal Act of 1979. If bargaining between the parties, followed by mediation assistance, proves unsuccessful, the Panel has the authority to recommend procedures and to take whatever action it deems necessary to resolve the impasse.

**Flexible Work Schedule (FWS)** - An AWS which allows an employee to select and vary starting and stopping times within limits set by installation approving officials and negotiated into a FWS agreement. FWS schedules include, but are not limited to, flexi-tour and gliding schedules.

**Labor Relations Officer (LRO)** – The individual responsible for representing the Employer in dealings with AFGE Local 1778. The LRO is aligned with the Civilian Personnel Section at JB McGuire-Dix-Lakehurst (current phone number is 609-754-5696).

**Office of Personnel Management (OPM)** – OPM is the Federal Government's personnel policy-maker. It plans, promotes, sets standards and evaluates government wide programs and policies involving all areas of personnel management and administration.

**Past Practice** - A past practice is nothing more than the way things have always been done. Such practice does not have to be written down in the labor agreement, but can arise on the basis of regular, repeated action, or inaction, on the part of the Parties. Normally, an established and accepted "past practice" cannot be stopped unilaterally. Rather, notice must be given to the Union and, if the Union so requests, negotiate to try to resolve any differences. Generally, the existence of all four of the following factors will indicate if a past practice exists:

1. The practice is clear and applied consistently.
2. The practice was not a special, one-time benefit or meant as an exception to a general rule.
3. Both the Union and Management knew the practice existed and agreed with or, at least, allowed it to occur.
4. The practice existed for a substantial period of time and it occurred repeatedly.

**Supervisor** - As used in this Agreement, a supervisor is any individual having authority to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, remove

employees of the Unit, adjust grievances, or effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

**Supervisor's Employee Work Folder** – Commonly called “The 971” is a set of records used in managing the performance of employees.

**Uncommon Tour of Duty** - Any 40-hour basic workweek scheduled to include Saturday and/or Sunday, or over other than five workdays.

**Unfair Labor Practice (ULP)** - A ULP is a violation of a right protected by the Federal Service Labor-Management Relations Statute. A ULP charge can be initiated by employees, by the Union, or by the Employer. The respondent to these charges will always be the Union or the Employer. In many cases, when the Union alleges a ULP, it is charged against the installation commander, even though the alleged infraction may stem from a first-line supervisor's actions or inaction. A ULP charge is filed with the FLRA. The FLRA, among its other functions, investigates, conducts hearings, and resolves complaints of alleged ULPs. If a Party is found guilty, the FLRA may prescribe whatever remedy is necessary to correct the ULP. This may include revoking the Employer's action that caused the ULP in the first place and requiring them to go back to the situation as it existed before the ULP. Generally, however, the remedy consists of requiring the guilty party to sign and post a notice to employees which indicates that it will stop committing the ULP and it will refrain from taking such actions in the future. Most ULPs can be avoided by a general understanding of the rights of the Parties provided by the Statute and a common-sense approach to dealing with employees and Union representatives.

**Union** - The American Federation of Government Employees (AFGE), Local 1778, and/or its designated representative(s). The Union is responsible for protecting the rights of all Bargaining Unit employees and for ensuring the provisions of this Agreement are enforced. The Union's current phone number is 609-754-3358 or 609-723-5300.

The Parties agree to this Labor-Management Agreement. This Agreement shall be effective on the date it is approved by DoD and will remain in full force and effect for not less than three (3) years from the date of this approval. The Parties freely sign this Agreement on this, the 28th day of June 2012.

FOR AFGE LOCAL 1778:

FOR THE EMPLOYER:

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President AFGE Local 1778 &  
Chief Negotiator

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Commander, 87th Air Base Wing

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Member, Negotiating Team

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Human Resources Specialist (Labor) &  
Chief Negotiator

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Member, Negotiating Team

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Member, Negotiating Team

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Member, Negotiating Team

The following people also made valuable contributions to the negotiation of this Agreement: Ms. Donna Wardell, Mr. Vincent Castellano, Sr., Ms. Ella Weaver and the officers and stewards of AFGE Local 1778.

Approved by the Department of Defense on \_\_\_\_\_ of 2012.

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## CODE OF ETHICS FOR GOVERNMENT SERVICE

(This Code of Ethics was agreed to by the House of Representatives and the Senate as House Concurrent Resolution 175 in the Second Session of the 85th Congress. The Code applies to all Government Employees and Office Holders.)

### **Any Person In Government Service Should:**

***Put loyalty to the highest moral principles and to country above loyalty to persons, Party, or Government department.***

***Uphold*** the Constitution, laws, and legal regulations of the United States and all governments therein and never be Party to their evasion.

***Give*** a full day's labor for a full day's pay; giving to the performance of their duties their earnest effort and best thought.

***Seek*** to find and employ more efficient and economical ways of getting tasks accomplished.

***Never*** discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not; and never accept, for themselves or family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of their government duties.

***Make*** no private promises of any kind binding upon the duties of office, since a Government employee has no private word which can be binding on public duty.

***Engage*** in no business with the Government, either directly or indirectly, which is inconsistent with the conscientious performance of his government duties.

***Never*** use any information coming to them confidentially in the performance of governmental duties as a means for making private profit.

***Expose*** corruption wherever discovered.

***Uphold*** these principles, ever conscious that public office is a public trust.

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**CIVILIAN PROGRESS REVIEW WORKSHEET**

**PRIVACY ACT STATEMENT**

Authority: 10 U.S.C. 8013 and Executive Order 9397.

Purpose: The social security number is needed to correctly identify the employee.

Routine Use: None

Disclosure is Voluntary: However, without it, it may affect the ability to accurately identify the employee and the records.

EMPLOYEE (Last Name, First, Middle Initial) <b>DOE, JOHN (SAMPLE)</b>	ORGANIZATION <b>305 XXX/XXX</b>	DATE <b>20011015</b>	PERIOD COVERED <b>20000401-20010930</b>
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At least one progress review of the employee's performance against all the elements of the performance plan will take place during the appraisal period, normally at the midpoint. This worksheet will be used to further document this review, and may be filled out prior to and/or during the review with the employee. Use of this form is mandatory, and is meant to facilitate communication concerning performance. The process is intended for employee development and to help the individual. The employee should be made aware that the progress review is meant to provide feedback about his/her performance that may impact the rating of record at the end of the appraisal period. Do not forward the form to the personnel flight. It is filed with the AF Form 971, and a copy given to the employee.

Indicate by use of an "X" the employee's performance at this stage of the appraisal period. Place an "X" at the appropriate place on the arrowed line. Use the space provided for any comments (optional). Performance items not observed are not rated.

<i>needs significant improvement</i>	<i>needs little or no improvement</i>	COMMENTS
<b>1. PROGRESS ON PERFORMANCE PLAN ELEMENTS</b>		
- Element 1	←—————X————→	Your open communication and attitude when training subordinates led to increased shop performance and outstanding results during the last inspection.
- Element 2	←————X————→	
- Element 3	←—————X————→	Need to work on giving supervision more feedback on production problems.
- Element 4	←—————X————→	
- Element 5	←—————X————→	Your thorough approach to accomplishing work virtually eliminated mission aborts due to mechanical problems.
- Element 6	←—————X————→	
- Element 7	←————→	Need a little work on coordination for UTA training.
- Element 8	←————→	
- Element 9	←————→	Indispensable source of historical knowledge on aircraft assigned to the squadron.
- Element 10	←————→	
- Element 11	←————→	Always completes thorough research before asking questions -- a real strength.
- Element 12	←————→	
- Element 13	←————→	
- Element 14	←————→	
<b>2. COOPERATION/RESPONSIVENESS</b>		
- Skilled at working with individuals or groups	←—————X————→	Excellent job working with peers and customers. Sometimes resistant to instruction/help from supervision. Always willing to help train the inexperienced troop.
- Is an enthusiastic follower	←————X————→	
- Is a skilled leader	←—————X————→	
<b>3. ORGANIZATIONAL SKILLS</b>		
- Uses resources effectively	←—————X————→	Knows what resources are needed to do the job. Sometimes dwells on low-probability problems.
- Sees future problems and heads them off	←—————X————→	
- Plans and schedules work effectively	←—————X————→	Planned and completed total rewrite of outdated TO. Ability to change on demand makes you a great asset.
- Adapts well to new demands	←—————X————→	
<b>4. COMMUNICATION</b>		
- Listens well	←————X————→	Need to pay more attention to instructions. Think out what you're going to say before you speak. Written documents are exceptionally well thought out.
- Effective in oral communication	←————X————→	
- Writes clearly	←—————X————→	
<b>5. DUTY PERFORMANCE</b>		
- Work is of appropriate quality and quantity	←—————X————→	The quality of work is never in question -- one of our best, technically. You're taking more time than required.
- Work is timely	←————X————→	
<b>6. THOROUGHNESS</b>		
- Completes a job on his/her own	←—————X————→	Leaves no stone unturned, but may be thorough to a fault. Need to ask questions if you're not sure.
- Follows up when necessary	←—————X————→	
<b>7. ADDITIONAL ITEMS</b>		
- Accomplishes required items as appropriate	←—————X————→	Good job in supporting the shop during inspections. Volunteered to clean break area three times.
RATER (Supervisor's signature)	EMPLOYEE (Signature Optional)	DATE (YYYYMMDD) <b>20011015</b>

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## **In-Kind Replacement, Initial Issue Uniform Items**

1. BELT, CTN, BLUE, W/SILVER CLIP
2. BELT, TAN
3. BERET, BLUE
4. BOOT, FLYER, SAFETY OR NON SAFETY GREEN
5. BUCKLE, NICKEL, SILVER
6. CAP, GARRISON, BLUE
7. CAP, ABU
8. COAT, MENS, ALL WEA W/RMVL LINER
9. COAT, SERVICE, BLUE
10. GLOVES, LEATHER, BLACK, LINED
11. INSIGNIA, BERET
12. ALL RANK INSIGNIA
13. INSIGNIA, TAPE, INDIVIDUAL, ABU
14. INSIGNIA, TAPE, USAF, SUBD
15. LINER, RAINCOAT, BLACK
16. NAME TAG
17. NECKTIE, BLUE
18. RAINCOAT, BLUE
19. SHIRT, MEN'S BLUE, SS
20. SHIRT, MEN'S BLUE, LS W/EPAULETS
21. SHIRT, OG, ABU
22. SHIRT, WOMEN'S, BLUE,SS
23. SHIRT, WOMEN'S, BLUE, LS
24. SHOE, DRESS, BLACK
25. SHOE, OXFORD, BLACK
26. SKIRT, BLUE
27. SLACKS, BLUE
28. SLACKS, OG, ABU
29. TROUSERS, BLUE

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