

LABOR-MANAGEMENT AGREEMENT

BETWEEN

ELLSWORTH AIR FORCE BASE

AND

**AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 2228**

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PREAMBLE

This Agreement is made between the Installation Commander, Ellsworth Air Force Base (Employer), and the American Federation of Government Employees, Local 2228 on behalf of bargaining units (collectively, the Union) consisting of all security guards and police officers employed by the Department of the Air Force at Ellsworth Air Force Base and all GS and WG employees serviced by the Civilian Personnel Office, Ellsworth Air Force Base and located at Ellsworth Air Force Base but excluding professional and managerial employees as described in the certifications from the Federal Labor Relations Authority.

The Employer and the Union agree that a constructive and cooperative working relationship between labor and management is essential to achieving the employer's mission and to ensuring a quality work environment for all employees. The parties agree that this relationship must be built on a solid foundation of trust, mutual respect, and a shared responsibility for organizational success. Through this Agreement the parties agree to work together to identify problems, craft solutions, enhance productivity, and deliver the best quality service to the nation.

ARTICLE 1 - AUTHORITY

1.1.0 This agreement is signed in accordance with Public Law 95-454 and 5 United States Code (USC), Chapter 71 and governed by Federal Laws, Government Wide rules and regulations, Department of Defense, Department of the Air Force, MAJCOM, and local installation policies, rules, regulations, and locally negotiated Memorandums of Understanding (MOU).

1.2.0 Therefore, this Labor Management Agreement, is entered into by and between the Employer and the Union which is the representative certified by the most current Federal Labor Relations Authority (FLRA) certification.

ARTICLE 2 - RECOGNITION AND UNIT DETERMINATION

2.1.0 Exclusive Representative. American Federation of Government Employees is recognized as the exclusive representative for all employees certified by the FLRA. The parties agree that should the Union request the FLRA to include subsequently organized employees in the consolidated unit, such FLRA certification will not be opposed by the Employer if the unit would otherwise be considered an appropriate unit under the law. Upon certification of the FLRA, such groupings automatically come under this agreement. The original Certification No. 60-2256 (RO) dated March 25, 1971 and all subsequent FLRA certifications will be used to determine which employees are represented in the bargaining units to which this Agreement applies.

As the exclusive representative, the Union is entitled to act for and to negotiate agreements covering all employees in the bargaining units. The Union is responsible for representing the interests of the employees in the bargaining units.

At the time of the signing of this Agreement, the employees in the bargaining units to which this Agreement is applicable is composed of all security guards and police officers (FLRA Case No. DE-RP-09-0019) employed by the Department of the Air Force at Ellsworth Air Force Base and all GS and WG employees (FLRA Case No. 60-5132(AC)) serviced by the Civilian Personnel Office, Ellsworth Air Force Base and located at Ellsworth Air Force Base but excluding professional and managerial employees as described in the certifications from the Federal Labor Relations Authority. All non-appropriated fund (NAF) Employees are represented by the Union under a separate agreement.

2.2.0 By law the following Employees will be excluded:

- (1) except as provided under section 7135(a)(2) of this title, any management official or supervisor;

- (2) a confidential employee;
- (3) an employee engaged in personnel work in other than a purely clerical capacity;
- (4) an employee engaged in administering the provisions of this chapter;
- (5) both professional employees and other employees, unless a majority of the professional employees vote for inclusion in the unit;
- (6) any employee engaged in intelligence, counterintelligence, investigative, or security work which directly affects national security; or
- (7) any employee primarily engaged in investigation or audit functions relating to the work of individuals employed by an agency whose duties directly affect the internal security of the agency, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity.

2.3.0 The Employer recognizes that, as the exclusive representative of employees in the bargaining unit, the Union has the right to speak for and to bargain on behalf of the employees it represents. The Employer will not bypass the Union by entering into any formal discussions without giving the Union the opportunity to be represented. This is not intended to include routine work assignments.

ARTICLE 3 - RIGHTS OF THE EMPLOYER

3.1.0 This agreement and all supplemental, implementing, subsidiary, or informal agreements between the Parties are subject to the following requirements.

3.2.0 To the extent that regulations of the Employer are in conflict with the provisions of this Agreement, the provisions of this Agreement shall govern so long as there is no violation of any law.

3.3.0 Management officials of the Employer retain the right;

- (1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- (2) in accordance with applicable laws--
 - (A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - (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--
 - (i) among properly ranked and certified candidates for promotion; or
 - (ii) any other appropriate source; and
 - (D) to take whatever actions may be necessary to carry out the agency mission during emergencies.

3.4.0 Nothing in this section shall preclude any agency and any labor organization from negotiating--

- (1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- (2) procedures which management officials of the agency will observe in exercising any authority under this section; or
- (3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 4 - RIGHTS OF EMPLOYEES

4.1.0 General. In an atmosphere of mutual respect, all employees shall be treated fairly and equitably and without discrimination in regard to their political affiliation, Union activity, race, color, religion, national origin, gender, sexual orientation, marital status, age, or non-disqualifying handicapping conditions. Employees will also be afforded proper regard for and protection of their privacy and constitutional rights. It is therefore agreed that Management will endeavor to establish working conditions which will be conducive to enhancing and improving employee morale and efficiency.

4.2.0 Rights to Membership. In accordance with 5 USC 7102, each employee shall have the right to join or assist the Union, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Such rights include:

a. The right to act for a labor organization in the capacity of a representative, and the right, in that capacity, to present the views of the labor organization to heads of Departments and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and

b. The right to engage in collective bargaining with respect to conditions of employment through representatives.

4.3.0 Right to Representation.

4.3.1 The Employer recognizes an employee's right to assistance and representation by the Union, and the right to meet and confer with Union representatives in private during duty time. If the employee cannot be released immediately, the employee will be released by a person authorized to release the employee two (2) hours before the end of their tour of duty, if mission requirements permit. If mission requirements do not permit release of the employee, employee shall be given time to meet with a Union representative the next duty day.

4.3.2 The Union shall be given the opportunity to be present at any examination (i.e., questioning) of an employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that the questioning may result in disciplinary action(s) against the employee and the employee requests representation. Prior to beginning any questioning of an employee, in conjunction with an investigation, the supervisor or manager conducting the examination will notify the employee of the right to request that a Union representative be present. If an employee requests a representative, no further questioning will take place until the representative is present. The Employer agrees to inform all employees annually by appropriate means of the right to Union representation pursuant to 5 USC 7114 (a) (2) (B).

4.3.3 Consistent with 5 USC Chapter 71, the Employer will not communicate directly with employees regarding conditions of employment in a manner that will improperly bypass the Union under the law.

4.3.4 Consistent with 5 USC §7114(a) (2) (A), as the exclusive representative of bargaining unit employees, the Union shall be given the opportunity to be present at any formal discussion between one or more representatives of the Employer and one or more employees or their representatives concerning any grievance, formal EEO complaint settlement discussions or any personnel policy or practices or other conditions of employment. The Employer will give the Union sufficient advance notice to exercise its rights under this section.

4.3.5 The attendance of the Union representative will be acknowledged by the Employer at the start of any formal discussions. The Union's representative will be given the opportunity to ask questions relative to the matter being discussed on behalf of the employees and may make a brief statement as to the Union's position on the matter.

4.4.0 No employer representative or bargaining unit employee will electronically record any conversation during an investigation without mutual consent. When a recording is made, the party making the recording will give the other party a copy of the tape and transcript, if one is made. Information obtained in conflict with this section will not be used as evidence against the employee.

4.5.0 Personal Rights

4.5.1 Managers and employees will deal with each other in a professional manner and with courtesy, dignity, and respect.

4.5.2 The Employer will conduct discussions between supervisors and employees, other than normal work conversations, in private.

4.5.3 If an employee is to be served with a warrant, subpoena or other legal documents, it will be done in private.

4.5.4 An employee has the right not to follow an unlawful order.

4.5.5 All new employees will receive an appropriate work center orientation as soon as practicable.

4.5.6 Accommodations

a. The Employer will make reasonable efforts to provide lockable accommodations for the secure storage of appropriate personal belongings for employees.

b. Any search of these accommodations must be done in compliance with applicable laws and regulations.

c. Upon request, the Employer will instruct employees on filling out claim for reimbursement under 31 USC §3721 and will make forms available in case of loss.

ARTICLE 5 - UNION REPRESENTATION

5.1.0 Pursuant to 5 USC 7114 (a) (1), the Employer recognizes the Union as the exclusive representative of the employees in the unit certified by the Federal Labor Relations Authority. As such, the Union is entitled to act for and negotiate collective bargaining agreements covering all employees in the unit it represents without discrimination and without regard to labor organizing membership.

5.2.0 Union Rights

5.2.1 In all matters relating to personnel policies, practices, and other conditions of employment, the parties will have due regard for the obligations imposed by 5 USC Chapter 71 and this Agreement.

5.2.2 Each party shall recognize and meet with the designated representative(s) of the other party at mutually agreeable times, dates, and places that are reasonable and convenient.

5.2.3 The Employer will not restrain, coerce, discriminate against, or interfere with any Union representative or employee in the exercise of their rights.

5.2.4 IAW 5 USC §7114(a)(2), An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

b. Any examination of an employee in the unit by a representative of the agency in connection with an investigation if

1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and

2. The employee requests representation.

5.2.5 Consistent with 5 USC 7114(a)(2)(A), as the exclusive representative of bargaining unit employees, the Union shall be given the opportunity to be present at any formal discussion between one or more representatives of the

Employer and one or more employees or their representatives concerning any grievance, formal EEO complaint settlement discussions or any personnel policy or practices or other conditions of employment. The Employer will give the Union sufficient advance notice to exercise its rights under this section.

5.2.6 The attendance of the Union representative will be acknowledged by the Employer at the start of any formal discussions. The Union's representative will be given the opportunity to ask questions relative to the matter being discussed on behalf of the employees and may make a brief statement as to the Union's position on the matter.

5.2.7 The Union shall be given the opportunity to be present at any examination (i.e., questioning) of an employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that the questioning may result in disciplinary action(s) against the employee and the employee requests representation. Prior to beginning any questioning of an employee, in conjunction with an investigation, the supervisor or manager conducting the examination will notify the employee of the right to request that a Union representative be present. If an employee requests a representative, no further questioning will take place until the representative is present. The Employer agrees to inform all employees annually by appropriate means of the right to Union representation pursuant to 5 USC 7114 (a)(2)(B). Weingarten Rights

5.3.0 Union Representatives.

5.3.1 The Employer agrees to recognize duly elected officers and stewards of the Union and designated National and District representatives. The Union will annually, supply the Employer a written list of all Union Officers and Stewards. In the event of needed changes to this list, the Union shall notify the Employer of these changes within two weeks. This list of Officers and Stewards will include the title and work location of its representatives. It is understood that this list is a guide and does not bind or restrict the Union from assigning its representatives as it deems appropriate. The Employer agrees to post the list in all work centers containing bargaining unit employees within thirty (30) calendar days after its receipt. Further, management agrees to provide all new hires with a copy of the list when they enter on duty.

5.3.2 The number of Stewards in the organizational unit shall be the number the Union requires in order to assure that each employee covered by this agreement shall have reasonable access to the representative of their choosing.

5.4.0 Representation Procedures.

5.4.1 Whenever it is necessary for a Union representative to leave their work area to conduct employee representational duties, they will notify their immediate supervisor and request permission to leave the work area. Requests will be made as much in advance as possible and will include information as to where they are going and when they expect to return. Supervisors may deny requests when justified by mission requirements. Union representatives shall not use this authority for matters other than representational duties covered by this agreement.

5.4.2 If the Union representative is visiting an Ellsworth AFB work center for representational duties, the supervisor of the work center being visited must be notified and this notification will provide information about who will be visited and an estimate of time required. The supervisor of the area being visited shall not deny such requests without just cause, and if denied, reasons must be in writing if requested by the Union representative.

5.4.3 If the Union representative's representational duties require them to meet with an employee outside the work center, the Union representative will notify that employee's immediate supervisor and request permission for that employee to leave the work center. Requests will be made as much in advance as possible and will include information as to where they are going and when they expect to return. Supervisors may deny requests when justified by mission requirements.

5.5.0 Notification of Changes in Conditions of Employment. The Employer shall provide reasonable advance notice to the appropriate Union Official(s) prior to changing conditions of employment of bargaining unit employees. The Employer agrees to forward, along with the notice, a copy of any and all information/material relied upon to propose the change(s) in conditions of employment. All notification shall be in writing to the appropriate Union Official, with sufficient information to the Union for the purpose of exercising its full rights to bargain. The Union, within ten (10) duty days, will notify the Employer in writing of its intention to bargain. Should management need to expedite

the change of working conditions, management will indicate this in the notification and every effort will be made to complete the I and I under the 10 duty day time limit.

5.5.1 If the Union representative requests a briefing to understand the I and I every effort will be made to meet and discuss the I and I before the implementation date.

5.6.0 Information. The Employer agrees to provide the Union, upon request, information pursuant to 5 USC 7114(b)(4). This information will be provided to the Union in a reasonable time and at no cost to the Union.

5.7.0 Surveys and Questionnaires. The Employer will not communicate directly with bargaining unit employees through verbal or written surveys and questionnaires regarding conditions of employment without prior notification and agreement of the Union and bargaining where appropriate.

5.7.1 Participation in surveys will be voluntary, unless the parties agree to require participation. Employees will be assured that their responses will be confidential and their anonymity protected, unless the parties agree otherwise.

5.7.2 The results of surveys conducted by either party regarding conditions of employment will be shared. If a third party conducts a survey and the results are distributed to the Employer, the results will be shared with the Union.

ARTICLE 6 - LABOR / MANAGEMENT COOPERATION

6.1.0 The Employer and the Union agree that a constructive and cooperative working relationship between labor and management is essential to achieving the employer's mission and to ensuring a quality work environment for all employees. The parties agree that this relationship must be built on a solid foundation of trust, mutual respect, and a shared responsibility for organizational success. The parties agree to work together to identify problems, craft solutions, enhance productivity, and deliver the best quality service to the nation.

6.2.0 The Employer and the Union agree to meet as needed as soon as reasonably possible after a request to meet is made by either party. In no event shall the meeting take place more than ten duty days after the request is made. At the time a meeting request is delivered, the subject or subjects of the meeting will be made known. Unless both parties agree, no other subjects will be discussed.

6.3.0 The meetings may involve such matters as personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies. It is agreed that individual grievances will not be taken up during the meetings and that attendance at these meetings will be duty time.

6.4.0 The Union agrees to assist the Employer with the Combined Federal Campaign and other base wide voluntary charitable events. The Employer agrees to provide the Union reasonable advance notice of such events. In conducting these events, the parties recognize that participation is purely voluntary.

6.5.0 Labor-Management Council. The Employer will maintain a committee to be composed of Union and Employer members. One of the purposes of this committee will be to discuss diversity and equal opportunity on Ellsworth AFB. The committee will establish ground rules and procedures for operation of the committee. If concerns are raised that require elevation to another command level, the Employer will commit to properly elevate the concern.

ARTICLE 7 - DISCIPLINE AND ADVERSE ACTIONS

7.1.0 General

7.1.1 This article sets forth the criteria and general procedures by which the Employer shall impose discipline upon employees of the bargaining unit. For the purposes of this Agreement, disciplinary action shall be defined as oral admonishments, reprimands, suspensions, removals, and in some cases, reductions in grade or pay. Managers and supervisors may take a disciplinary action only for such cause as will promote the efficiency of the service.

7.1.2 The Employer and the Union recognize that the public interest requires the maintenance of high standards of conduct. Discipline is the responsibility and the right of the Employer. Any actions taken shall be based on just cause, initiated in a timely manner, and in accordance with applicable laws.

7.1.3 Discipline is designed to correct and improve employee behavior and is not to be punitive in nature. This concept should guide in making decisions regarding behavior. Actions based on unacceptable performance should be taken IAW Article 24, Performance Appraisals. Accordingly, the Parties agree to the concept of progressive discipline, which is discipline designed primarily to correct and improve employee behavior, rather than punish. Progressive discipline normally begins with less severe forms of discipline such as oral admonishments and reprimands, before moving to more severe forms of discipline such as suspension, up to removal. They also recognize that the penalties should be as consistent as possible.

7.1.3.1 Normally, discipline should be preceded by oral and/or written counseling. Performance discussions and counseling sessions are not discipline. Use them to guide, encourage, or instruct employees.

7.1.3.2 Discussions involving counseling will be conducted privately and in such a manner so as to avoid embarrassment to the affected employee.

7.1.3.3 The employee who is subject to counseling should be advised that disciplinary action may result if employee fails to comply with work or conduct rules.

7.1.3.4 Non-disciplinary counseling sessions conducted by supervisory and/or management officials with unit employees, or entries in automated AF Form 971 recording such counseling, are not considered discipline. However, such entries concerning an employee in the automated AF Form 971 will be shown to the employee, and the management official shall ask the employee to acknowledge his or her awareness of said entry by dating and initialing the automated AF Form 971. Any record of counseling may be removed at the discretion of the employee's supervisor, but in no case may a derogatory record of counseling remain in the AF Form 971 longer than twelve months.

7.1.4 Administrative reassignments may not be used as discipline against any employees.

7.1.5 In cases where a disciplinary or adverse action is proposed for reasons of off-duty misconduct, the Agency's written notification will contain a statement of the nexus between the off-duty misconduct and the efficiency of the service. The notification will describe why and how there is a connection between the specific off-duty misconduct and the efficiency of the service.

7.1.6 A record of disciplinary action ruled to be unfounded will be removed from an employee's Official Personnel Folder and automated AF Form 971 and will not be considered in connection with any other disciplinary action or personnel action. If a disciplinary action is grieved through the negotiated grievance procedures and subsequently reversed because of lack of merit, the same incident will not be used to re-initiate a disciplinary action against the same employee.

7.1.7 The Employer will maintain the following until such time as there is no further appeal available to the employee: copies of the notice of the proposed action; the answer of the employee, if written, or a summary if made orally; and the notice of decision and the reason for the decision and any order affecting the action, together with any supporting material. Such materials shall be furnished to the MSPB upon its request and to the employee affected, upon request.

7.2.0 Investigations for Possible Discipline and Adverse Actions

7.2.1 Before proposing and/or effecting disciplinary action against an employee of the Bargaining Unit, management officials shall attempt to ascertain all pertinent facts to justify the action. When the supervisor becomes aware of a possible or actual infraction of the Employer's rules of conduct, the supervisor may, at his/her discretion, investigate and/or discuss the matter with the employee. Such discussion, where applicable, shall be accomplished informally and in private with the employee(s) involved.

7.2.1.1 The right to representation in such investigatory interviews arises only when the employee specifically requests Union representation. If representation is requested, no further questioning will take place until the representative is present.

7.2.1.2 The Employer reserves the right to cancel the investigatory interview once an employee has requested Union representation. A decision by management to cancel an investigatory interview on this basis need not be justified in any way, and the employer may proceed with its investigation and/or disciplinary action on the basis of information from other sources.

7.2.1.3 When all the facts have been gathered and disciplinary action appears to be in order, the Employer shall consider the *Douglas* Factors to determine what level of discipline is appropriate, if any (see Appendix 1). A proposed notice thereof (except for oral admonishments) will be given promptly to the employee IAW the procedures set forth in this article. At time of issuance, the employee will be advised of his/her right to representation. Once representation is requested, the employee has the right to refuse any further discussion without his/her representative present.

7.2.1.4 The Employer conducts interviews, inquiries, counseling, and accomplishes disciplinary actions in private to minimize embarrassment to the employee.

7.2.2. An employee who wishes consideration of any medical condition that may contribute to a conduct, performance or leave problem shall be given a reasonable amount of time to furnish medical documentation (as defined in 5 CFR §339.102)

7.3.0 Processing Oral Admonishments

7.3.1 Oral admonishments are to be used to correct minor misconduct or delinquency or to motivate employees to improve their work habits, work methods, or behavior.

7.3.2 An oral admonishment is normally the first step in the discipline process to correct employee misconduct.

7.3.3 The following are the recommended steps for supervisors to follow when considering and/or imposing an oral admonishment for misconduct or delinquency.

7.3.3.1 Observe the employee's rights to representation.

7.3.3.2 Gather available facts.

7.3.3.3 Interview employees in private.

7.3.3.4 Give employee the opportunity to answer questions and express his/her view on the matter.

7.3.3.5 Consider employee's answers and any explanations offered.

7.3.3.6 Resolve any outstanding questions before making decision. Advise employee that a decision will be issued as soon as possible.

7.3.3.7 Determine appropriate action.

a. If discussion satisfactorily resolves the matter, take no further action.

b. If discussion doesn't satisfactorily resolve the matter issue an oral admonishment. Tell the employee that they are receiving an oral admonishment and explain the reason(s) why. Tell the employee they have been disciplined by the receipt of an oral admonishment.

7.3.3.8 Document the 971 using the words "oral admonishment" with a brief description of the reason why and the effective date.

7.3.3.9 Have the employee acknowledge receipt by initialing and dating the entry.

7.3.3.10 Follow up on oral admonishments by offering help, making suggestions, and encouraging the employee to improve. Note these follow-up actions on the AF Form 971.

7.3.4 In all cases, an oral admonishment will be removed from the supervisor's record of employee (currently the AF Form 971) two (2) years from the date of the admonishment. Admonishments may be removed at the supervisor's discretion any time before the two-year point if the purpose of the discipline has been met.

7.4.0 Processing Reprimands

7.4.1 The Employer shall prepare and serve to the employee a written proposed notice of action stating in detail the reasons for the proposed action. Upon request, a copy of the evidence will be provided to the employee, subject to Privacy Act restrictions.

7.4.2 The employee has seven (7) calendar days to respond to the proposed action, if the employee wishes to respond. Additional time may be granted on a case by case basis. The employee shall be given a reasonable period of duty time (up to two hours, although more time may be given if warranted, upon request by the employee) to review the evidence and to respond to the notice of proposed action. The response may be oral, in writing, or both.

7.4.3 The supervisor will provide a written decision and the specific reasons for the decision at the earliest practicable date. (Normally within 7 calendar days from the end of the reply period.) Refer to AFI 36-704, Discipline and Adverse Actions, for guidance.

7.4.4 Once the written decision is made, if the employee is dissatisfied with the decision, the employee may file a grievance pursuant to Article 22, Grievance Procedures.

7.4.5 In all cases, a reprimand will be removed from the supervisor's record of employee (currently the AF Form 971) NLT two (2) years from the date of the reprimand. Reprimands may be removed at the supervisor's discretion any time before the two year point if the purpose of the discipline has been met.

7.4.6 An official reprimand is a written disciplinary action which specifies the reasons for the action. The reprimand will specify that the employee may be subject to more severe disciplinary action upon any further offense and that a copy of the reprimand will be made a part of both the 971 File and the Official Personnel Folder (OPF) for up to two (2) years.

7.5.0 Processing Suspensions for 14 Calendar Days or Less.

7.5.1 When proposing a suspension for fourteen (14) calendar days or less, supervisors must provide employees advance written notice stating the specific reasons for the proposed action. Refer to AFI 36-704, Discipline and Adverse Actions, for guidance.

7.5.2 Normally supervisors give employees ten (10) calendar days to answer the charges. However, supervisors may give as little as 24 hours in exceptional circumstances.

7.5.3 Employees may respond orally, in writing, or both, and may furnish affidavits and other documentary evidence in support of their answer. Employees have the right to representation.

7.5.4 The employee shall be given a reasonable amount of duty time – up to two (2) hours, although more time may be given if warranted, upon request by the employee – to review the evidence and to respond to the notice of proposed action.

7.5.5 The supervisor will provide a written decision and the specific reasons for the decision at the earliest practicable date (normally within 10 calendar days).

7.5.6 Supervisors must give the employee a written notice of decision if the supervisor issued a written notice of proposed action. This applies regardless of whether the employee answers the notice of proposed action or supervisors decide to cancel the proposed action or to take a lesser action.

7.5.7 The person designated to make the decision on a proposed action may lessen the proposed action.

7.5.8 If supervisors decide to propose a more severe action than originally proposed, they must cancel the original notice and give the employee a new proposal.

7.6.0 Processing Suspensions for More than 14 Calendar Days, Reductions-in-Grade, Reductions-in-Pay, Removals, and Furloughs of 30 Calendar Days or Less

7.6.1 An employee against whom a suspension for more than 14 calendar days, reduction-in-grade, reduction-in-pay, or removal is proposed, is entitled to thirty (30) calendar days advance written notice, except when the crime provision has been invoked. Refer to AFI 36-704, Discipline and Adverse Actions, for guidance. The notice will state specific reasons for the proposed action.

7.6.2 Normally supervisors give employees fourteen (14) calendar days to answer the charges. However, supervisors may give as little as seven (7) calendar days in exceptional circumstances.

7.6.3 Employees may respond orally, in writing, or both, and may furnish affidavits and other documentary evidence in support of their answer. Employees have the right to representation.

7.6.4 The employee shall be given a reasonable amount of duty time – up to two (2) hours, although more time may be given if warranted, upon request by the employee – to review the evidence and to respond to the notice of proposed action.

7.6.5 Supervisors must deliver the written notice of decision to the employee at or before the time the action goes into effect. If this isn't possible, a diligent effort must be made to deliver the notice and this effort should be documented.

7.6.6 Supervisors must give the employee a written notice of decision if the supervisor issued a written notice of proposed action, unless the employee has resigned prior to service of the notice of decision. This applies regardless of whether the employee answers the notice of proposed action or supervisors decide to cancel the proposed action or to take a lesser action.

7.6.7 The person designated to make the decision on a proposed action may lessen the proposed action.

7.6.8 If supervisors decide to propose a more severe action than originally proposed, they must cancel the original notice and give the employee a new proposal.

7.6.9 These provisions do not apply to probationary employees.

7.6.10 Although furloughs of 30 calendar days or less are not disciplinary actions, the procedure for processing them is the same as the procedures for processing suspensions for more than 14 calendar days, reductions-in-grade, reductions-in-pay, and removals.

7.7.0 Notice of Final Disciplinary Actions

7.7.1 Notice of a final decision to take disciplinary action shall be in writing and shall inform the employee of appeal and grievance rights and their right to representation. The employee will be given two (2) copies of the notice; one (1) copy may be furnished to the Union by the employee. Management will inform the Union when it takes a disciplinary action against a bargaining unit employee. Upon request, a sanitized version of the disciplinary action will be provided to the Union.

7.7.2 Notices shall explain in detail the reasons for the action and all evidence relied upon to support the decision. The notice will also advise the employee how long the action will be maintained in their file.

7.7.3 The decision to take action must be based on matters stated in the proposed notice.

7.7.4 Where the Employer issues a proposed notice of disciplinary or adverse action, it is recognized that the Employer may, after considering an employee's response, subsequently decide to impose a lesser penalty. When

such occurs, it is agreed that a final decision will be issued without the necessity of issuing an additional proposed notice. The employee may subsequently file a written grievance at Step 2 of the negotiated grievance procedure within five (5) duty days of the action.

7.7.5 When the Employer is directed by appropriate authority, such as the Merit Systems Protection Board, to impose a lesser action where such disciplinary action is covered under this article, such decision will be final and not subject to further review under the grievance procedure.

ARTICLE 8 - HOURS OF WORK

8.1.0 Purpose. This Article shall be administered in accordance with Title 5, USC, Chapter 61; Title 5, CFR, Parts 610 and this Agreement. The purpose of this Article is to prescribe the policies covering hours of work for all employees in accordance with applicable law and regulation.

8.2.0 General Provisions.

8.2.1 The administrative workweek will be a period of seven consecutive calendar days beginning on Sunday.

8.2.2 The basic workweek shall be Monday through Friday. Exceptions may occur when mission requirements make it necessary to temporarily include Saturdays or Sundays as part of the basic workweek for certain employees. The subsection is not intended to preclude regular Saturday/Sunday scheduling for certain functions that require seven-day-a-week operations.

8.2.3 Normally, an employee's workweek shall not extend over more than five (5) calendar days of the period Sunday through Saturday. The starting time for employees working on a regular work schedule will normally be 0730 hours each work day. The Employer may change this starting time should the workload require it and in abnormal, unusual, or unforeseen circumstances.

8.2.4 The core hours will be a period of four to six hours set by management for each work center. Normally, the core hours will be in the middle of each tour of duty. For example, core hours for a regular day shift could be 0900-1400hrs.

8.2.5 Employees may request to be assigned to a particular shift, tour of duty, or AWS on a temporary or permanent basis for personal reasons, health, or hardship. The employee's request to change should be presented two (2) weeks prior to the proposed effective date for approval or disapproval. If disapproved, the reason for disapproval will be provided in writing to the effected employee.

8.3.0 Shift Work

8.3.1 Employers will not schedule employees to work more than two (2) of the established work shifts (days, evenings, or nights) within any seven (7) consecutive day period.

8.3.2 Except in emergencies, employees will not be required to report to work unless they have at least 12 hours off-duty time between work tours, except for emergency services personnel. Exceptions may be made with the approval of the employee and supervisor. This will not preclude work on an overtime basis.

8.3.3 Tours of duty, including weekend tours, will be rotated among employees without being used as a reward or punishment. Supervisors will not distribute tours of duty in a manner that demonstrates preferential treatment for or against any employee.

8.3.4 Records of weekend and off-tours will be kept by management. Upon request, the employee or his union representative may review that employee's records. Upon request, the Union may review records of weekend and off-tours for more than one employee.

8.3.5 Employees may state their preference for initial tour assignments. Conflicts will be resolved by seniority (service computation date as reflected on the Leave and Earnings Statement).

8.3.6 When it is necessary for an employee to perform incidental duties directly related to the job (e.g., changing uniform, cleaning tools), the Employer will provide a reasonable amount of duty time at the beginning and/or ending of the work period, if possible. When such activity must take place before the shift begins or after the shift ends, this time will be compensable under the provisions of Article 9, Overtime.

8.4.0 Notification of Schedule Adjustments (Employer Initiated)

8.4.1 Employees will be notified of their work schedules at least seven (7) calendar days in advance of the administrative workweek, except when the wing commander or his designee determines the mission would be seriously handicapped or that costs would be substantially increased.

8.4.2 As soon as possible prior to the proposed implementation date of a schedule change a copy of the work schedule will be provided to the Union.

8.4.3 If the Union representative requests a briefing to understand the schedule change every effort will be made to meet and discuss the schedule change before the implementation date.

8.4.4 The Union will notify Management as soon as possible if it wishes to bargain.

8.5.0 Voluntary Schedule Adjustments (Employee Initiated)

8.5.1 Where mutually agreeable to all employees affected, employees may request to trade shifts or tours of duty out of the normal rotation, consistent with the needs of the Employer. All affected supervisors will be notified of the employees' wishes. These trades may be approved unless they interfere with the efficient accomplishment of the Employer's mission.

8.5.2 The Employer will consider changes in individual schedules or assignments to permanent shifts requested by employees to pursue further self-development activities when completion of the courses will equip the employee to work more effectively.

8.5.3 Adjustment of Work Schedules for Religious Observances.

a. An employee whose personal religious beliefs require that they abstain from work at certain times of the workday or workweek must be permitted to work alternative hours so that the employee can meet the religious obligation, unless it would cause undue hardship on the Employer's business. A request to work alternative hours for religious reasons must be in writing, made at least one week in advance of the aforementioned holiday.

b. When deciding whether an employee's request for an adjusted work schedule should be approved, a supervisor shall not make any judgment about the employee's religious beliefs or his or her affiliation with a religious organization. Only the employee can determine whether their absence from work is "required" in order to attend a religious observance unless the employee's religious accommodation request is patently fraudulent. A supervisor may disapprove an employee's request only if it would cause undue hardship on the Employer's business. Disapprovals will be given to the employee in writing within two (2) workdays of the request.

8.6.0 Meal Periods.

8.6.1 Full-time employees shall be granted, on a non-paid basis, a meal period each day. Normally, this will be scheduled at or near the mid-point of the shift or tour of duty. The meal period may be up to one (1) hour. An employee may not leave early in lieu of taking a scheduled meal period. At the employee's request, the employer may alter the employee's schedule to remove the meal period.

8.6.2 When a normal scheduled meal period is not feasible within a shift, a 20-minute working meal period normally will be permitted and considered as hours worked for pay purposes, as long as the employee is required to remain at the work site/duty station.

8.7.0 Breaks. A break not exceeding 15 minutes will normally be provided for each four (4) hours of work for employees who work eight-hour tours of duty. The break will ordinarily occur in the middle of each four-hour work period. Similar breaks will be provided for employees who work on other than the normal eight-hour tour of duty (e.g., a break not to exceed 15 minutes may be provided halfway through each five hours of work for employees who work ten-hour tours of duty). Scheduled breaks will be considered part of the paid work schedule. Employees may leave the work area during a break. Breaks shall not be taken in conjunction with meal periods and cannot be used to arrive late to work or to leave work early.

8.8.0 Timekeeping. Employees may be required to use either automatic time recording equipment or sign-in/sign-out sheets. If employees are not required to use either automatic time recording equipment or sign-in/sign-out sheets, employees will self-certify their arrival and departure times. Employees failing to comply with proper timekeeping procedures may face disciplinary actions and/or be required to use automatic time recording equipment or sign-in/sign-out sheets.

8.9.0 Alternative Work Schedules

a. The parties recognize that the use of alternative work schedules can improve productivity and morale and provide greater service to the public. Therefore, all alternative work schedules in this Agreement will be made generally available to all employees in the bargaining unit. Supervisors will determine which alternative work schedules are appropriate for each work center.

b. Working under a telework agreement will not in and of itself disqualify an employee from working an alternative work schedule.

c. All participants must understand and accept the increased responsibilities incurred with AWS, and be willing to adjust their work schedules to meet job requirements. The Employee's scheduled day(s) off will be based on work requirement, Employee's preferences and if necessary, service computation date by leave.

8.9.1 All employees who want to work an alternative work schedule may request one of the following options (flexible and compressed) to fulfill the basic work requirement. If the employee's request is denied, management will provide reasons in writing to the employee and the Union in accordance with Section 8.9.4.

a. Flexitour. Employees working a flexitour are required to work during the core hours established in Section 8.2.4 each day. They may choose starting and quitting schedule, subject to agency approval. They will work eight (8) hours each work day, for a total of 80 hours each biweekly pay period, exclusive of the meal period provided in Section 8.6.0. An example of a flexitour is when one employee works 8:00 a.m. to 5:00 p.m. each day, while a coworker works 8:15 to 5:15 each day.

b. Gliding Schedule. Employees working the Gliding Schedule are required to work during the core hours established in Section 8.2.4 each day. The employees may vary arrival and departure times on a daily basis within the flexible band. The flexible band during which employees may begin their work day begins four hours prior to the start of the core hours. The flexible band during which employees may end their work day extends four hours after the end of core hours. The employee will work eight (8) hours each work day, for a total of 80 hours each biweekly pay period, exclusive of the meal period provided in Section 8.6.0. An example of a Gliding Schedule is:

First Monday	8:00 a.m. - 5:00 p.m.
First Tuesday	9:00 a.m. - 6:00 p.m.
First Wednesday	8:45 a.m. - 5:45 p.m.
First Thursday	8:00 a.m. - 5:00 p.m.
First Friday	7:00 a.m. - 4:00 p.m.
Second Monday	8:15 a.m. - 5:15 p.m.
Second Tuesday	9:00 a.m. - 6:00 p.m.
Second Wednesday	9:00 a.m. - 6:00 p.m.
Second Thursday	8:30 a.m. - 5:30 p.m.
Second Friday	7:00 a.m. - 4:00 p.m.

c. Variable Day Schedule. Employees working the variable day schedule have a basic work requirement of 40 hours in each week of the biweekly pay period. The employee is required to work during the core hours, established in Section 8.2.4 each work day. The employees may vary arrival and departure times on a daily basis

within the flexible band. The flexible band during which employees may begin their work day begins four hours prior to the start of core hours. The flexible band during which employees may end their work day extends four hours after the end of core hours. The employee may vary the number of hours worked each workday, working between four (4) and twelve (12) hours on any given workday, exclusive of the meal period provided in Section 8.6.0. The employer may limit the number of hours an employee may work on a daily basis as long as the employee is not prevented from meeting the basic work requirement of 40 hours in each week of the biweekly pay period. An example of a Variable Day Schedule is:

First Monday	8:00 a.m. - 5:00 p.m.	(8 hrs)
First Tuesday	9:00 a.m. - 6:00 p.m.	(8 hrs)
First Wednesday	7:00 a.m. - 6:00 p.m.	(10 hrs)
First Thursday	9:00 a.m. - 3:00 p.m.	(6 hrs)
First Friday	7:00 a.m. - 4:00 p.m.	<u>(8 hrs)</u>
		40 hrs
Second Monday	8:30 a.m. - 5:30 p.m.	(8 hrs)
Second Tuesday	9:00 a.m. - 4:00 p.m.	(6 hrs)
Second Wednesday	7:00 a.m. - 6:00 p.m.	(10 hrs)
Second Thursday	7:15 a.m. - 4:30 p.m.	(8.25 hrs)
Second Friday	8:00 a.m. - 4:45 p.m.	<u>(7.75 hrs)</u>
		40 hrs

d. Variable Week Schedule. Employees working the variable week schedule have a basic work requirement of 80 hours in each biweekly pay period. They are required to work during the core hours, established in Section 8.2.4 each work day. The flexible band during which employees may begin their work day begins four hours prior to the start of core hours. The flexible band during which employees may end their work day extends four hours after the end of core hours. The employee may vary the number of hours worked each workday, working between four (4) and twelve (12) hours on any given work day, exclusive of the meal period provided in Section 8.6.0. The employee may also vary the length of the work week, working as few as 20 hours a week or as many as 60 hours. The Employer may limit the number of hours an employee may work on a daily basis, as long as the employee is not prevented from meeting the basic work requirement of 80 hours in the biweekly pay period. An employee will not receive overtime pay or earn credit hours for working more than eight hours a day or forty hours a week pursuant to a variable week schedule, unless the overtime is caused by the employer. An example of a Variable Week Schedule is:

First Monday	8:00 a.m. - 6:00 p.m.	(9 hrs)
First Tuesday	6:00 a.m. - 6:00 p.m.	(11 hrs)
First Wednesday	6:00 a.m. - 4:00 p.m.	(9 hrs)
First Thursday	8:15 a.m. - 4:30 p.m.	(7.25 hrs)
First Friday	8:00 a.m. - 5:00 p.m.	<u>(8 hrs)</u>
		44.25 hrs
Second Monday	8:00 a.m. - 4:30 p.m.	(7.5 hrs)
Second Tuesday	8:00 a.m. - 5:00 p.m.	(8 hrs)
Second Wednesday	8:00 a.m. - 5:00 p.m.	(8 hrs)
Second Thursday	8:00 a.m. - 4:15 p.m.	(6.25 hrs)
Second Friday	9:00 a.m. - 3:00 p.m.	<u>(6 hrs)</u>
		35.75 hrs

$$44.25 + 35.75 = 80 \text{ hours}$$

e. Maxiflex Schedule. For this schedule, the supervisor may choose not to require the employee to work during the core hours in Section 8.2.4. Employees are required to work at least four (4) days each week. They vary the number of hours worked on a work day or in a work week, provided they have at least 20 hours each week and a total of 80 hours each biweekly pay period, exclusive of the meal period provided in Section 8.6.0. An example of a maxiflex schedule is:

First Monday	8:00 a.m. - 5:00 p.m.	(8 hrs)
First Tuesday	6:00 a.m. - 6:00 p.m.	(11 hrs)

First Wednesday	8:30 a.m. - 3:30 p.m.	(6 hrs)
First Thursday	8:00 a.m. - 4:00 p.m.	(7 hrs)
First Friday	No Work	<u>(0 hrs)</u>
		32 hrs
Second Monday	7:00 a.m. - 5:00 p.m.	(9 hrs)
Second Tuesday	6:30 a.m. - 5:00 p.m.	(9.5 hrs)
Second Wednesday	6:00 a.m. - 6:00 p.m.	(11 hrs)
Second Thursday	6:30 a.m. - 6:00 p.m.	(10.5 hrs)
Second Friday	7:30 a.m. - 4:30 p.m.	<u>(8 hrs)</u>
		48 hrs

32 + 48 = 80 hours

f. 5/4-9 Schedule. The 5/4-9 schedule is a type of compressed work schedule in which a full-time employee works eight nine-hour days and one eight-hour day for a total of 80 hours in a biweekly pay period, exclusive of the meal period provided in Section 8.6.0. The supervisor determines the number of hours a part-time employee must work in a nine-day biweekly pay period.

g. 4-10 Schedule. The 4-10 schedule is a type of compressed work schedule in which a full time employee works 10 hours a day, 40 hours a week, and 80 hours a biweekly pay period, exclusive of the meal period provided in Section 8.6.0. The supervisor determines the number of hours a part-time employee must work in a four-day workweek and the number of hours in a biweekly pay period.

8.9.2 Requests for alternative work schedules

a. Employees may request to change their schedules on a semi-annual basis or as needed based on extenuating circumstances. Requests must be submitted in writing no later than two weeks prior to the first workday of the new pay period.

b. An employee who requests a flexible work schedule must indicate which schedule they are requesting. Employees who request flexible schedules must select starting and stopping times within the flexible time bands IAW Section 8.9.1 (a)-(e).

c. An employee who requests a compressed work schedule must indicate which schedule they are requesting, which day(s) is (are) requested as the non-workday(s), and in the case of the 5/4-9 schedule, which day is requested to be the eight-hour day. Once arrival and departure times have been selected and approved, the employee will not be allowed to vary these times until a new request is submitted and approved.

8.9.3 Employees on a flexible work schedule may be ordered to work hours that are in excess of the number of hours planned to work on a specific day. If the hours ordered to be worked are in excess of the scheduled hours for the employee to work that day, the employee must choose one of the following options prior to performance of those excess hours:

a. Take time off from work on a subsequent workday within the same pay period for a period of time equal to the number of extra hours of work ordered;

b. Complete his or her basic work requirement as scheduled and count the extra hours of work ordered as credit hours IAW Section 8.12.0 or compensatory time IAW Section 9.10.0; or

c. Complete his or her basic work requirement as scheduled and count the extra hours as overtime IAW Article 9, Overtime.

8.9.4 If a supervisor denies a request for an established alternative work schedule or proposes to terminate an individual employee's participation in an alternative work schedule, the employer will notify the employee in writing and provide the basis for the denial or termination. The supervisor may deny an employee's request for or propose to terminate an employee's participation in a particular alternative work schedule if the supervisor determines that the employee's participation could negatively impact the work unit's mission. Proposals to terminate an employee's participation in an alternative work schedule must be given at least 14 calendar days prior to the effective date of change. Denials of an employee's participation in an alternative work schedule must be given within 14 calendar days of the employee's request. Denials of requests to work alternative work schedules will not be arbitrary or capricious. An employee may challenge a supervisor's denial using the negotiated grievance procedure.

8.10.0 Temporary Suspension of Alternative Work Schedules. The Employer shall make every reasonable effort to avoid temporary suspension of an employee's participation in these work schedules. If possible, the Employer will provide the employee with advance notice of at least one pay period. The Employer will limit the suspension to as short a time frame as necessary to meet the workload or operational demands. When an AWS is suspended, it will be automatically restored as soon as possible after the reason for the suspension needs have been met. For the purposes of this Agreement, "temporary suspension" is defined as a period of 14 calendar days or less. If the Employer believes the "temporary suspension" will extend beyond 14 calendar days the Employer will notify the union through the Civilian Personnel Office. AWS cannot be suspended for an indefinite period. Decisions on temporary suspension of AWS for any employee will not be arbitrary or capricious.

8.11.0 Terminating Alternative Work Schedules. In order to terminate an AWS for an entire work center, the employer must show an adverse Employer impact as defined in 5 USC §6131 and provide notice to the Union as soon as possible.

8.12.0 Credit Hours

8.12.1 Employees who work flexible schedules may earn credit hours. Employees who are in designated fixed schedule positions and employees who work compressed work schedules are not eligible to earn credit hours.

8.12.2 Employees must request to work credit hours in advance. The request will be approved or denied by the supervisor as soon as possible.

8.12.3 If credit hours are approved and overtime is subsequently made available prior to the working of the credit hours, the employee will be afforded the opportunities in Section 8.9.3.

8.12.4 Credit hours will be earned and used in 1/4-hour increments.

8.12.5 Full-time employees may accumulate and carry over from one pay period to another a total of no more than 24 credit hours. Part-time employees may accumulate and carry over from one pay period to another a total of no more than 1/4 of the hours in the biweekly basic work requirement. A full-time employee who has accumulated more than 24 credit hours (or a part-time employee who has accumulated more than the maximum allowed) will forfeit any excess credit hours if they are not used prior to the end of the pay period. If an employee has requested to use accumulated credit hours in excess of 24 credit hours and that request has been approved, the supervisor may later deny the request based on mission requirements. If the employee's request is denied, the employee will be afforded the opportunities in Section 8.9.3.

8.12.6 The use of credit hours will be subject to the same criteria as annual or sick leave except that credit hours must be earned before they may be used. An employee may use earned credit hours for all or any part of any approved leave.

8.13.0 Holidays

8.13.1 All employees will be entitled to all Federal holidays, declared by law or Executive Order.

8.13.2 Regular Schedule

a. Full-time employees working a regular schedule (neither flexible nor compressed) who are relieved or prevented from working on a day designated as a holiday will receive their regular rate of basic pay for eight (8) hours on that day.

b. A full-time employee working a regular schedule who performs non-overtime work on a holiday is entitled to their rate of basic pay plus premium pay equal to their rate of basic pay (double time) for that holiday work. Holiday premium pay is limited to a maximum of eight (8) hours.

c. A part-time employee working a regular schedule (neither flexible nor compressed) who is relieved or prevented from working on a holiday will receive their regular rate of basic pay for the hours the employee is scheduled to work that day, not to exceed eight (8) hours.

8.13.3 Flexible Schedule

a. Full-time employees working a flexible schedule under this Article who are relieved or prevented from working on a day designated as a holiday will receive their regular rate of basic pay for eight (8) hours on that day.

b. A full-time employee working a flexible schedule who performs non-overtime work on a holiday is entitled to their rate of basic pay plus premium pay equal to their rate of basic pay (double time) for that holiday work. Holiday premium pay is limited to a maximum of eight (8) hours.

c. The eight (8) hours applicable to each employee working a flexible schedule will be the first eight (8) hours that employee is scheduled to work on that day.

d. A part time employee working a flexible schedule that is relieved or prevented from working on a holiday will receive his or her regular rate of basic pay for the hours the employee is scheduled to work that day, not to exceed eight (8) hours.

e. A part-time employee working a flexible schedule who performs work on a holiday is entitled to holiday premium pay only for work performed during his or her basic work requirement.

8.13.4 Compressed Work Schedule

a. Full-time employees working a compressed schedule IAW this Article who are relieved or prevented from working on a day designated as a holiday, will receive their regular rate of basic pay for the number of hours of their compressed work schedule on that day.

b. A full-time employee working a compressed schedule who performs non-overtime work on a holiday is entitled to his or her rate of basic pay plus premium pay equal to his or her rate of basic pay (double time) for the work that is not in excess of the employee's compressed work schedule for that day.

c. A part time employee working a compressed schedule who performs work on a holiday is entitled to holiday premium pay only for work performed during his or her compressed work schedule.

d. Employees must not be required to move their regularly scheduled days off solely to avoid payment of holiday premium pay or reduce the number of holiday hours included in the basic work requirement.

8.14.0 Night Work

8.14.1 General Schedule employees working a regular schedule (neither flexible nor compressed are entitled to a night shift differential equal to 10% of their regular rate of pay for regularly scheduled work between the hours of 6:00 p.m. and 6:00 a.m. Employees working flexible or compressed schedules are not entitled to night shift differential pay unless their core hours are after 6:00 p.m. or prior to 6:00 a.m. IAW 5 USC §6123.

8.14.2 Federal Wage System employees working any schedule, whether regular, flexible, or compressed, are entitled to a night shift differential equal to 7.5% of their scheduled rate of pay for regularly scheduled non-overtime work, a majority of the hours of which occur between 3:00 p.m. and midnight and a night shift differential equal to 10% of their scheduled rate of pay for regularly scheduled non-overtime work, a majority of the hours of which occur between 11:00 p.m. and 8:00 a.m.

8.15.3 No employee may receive night differential pay when engaged in training, except when the training takes place during hours in that employee's regular tour of duty that otherwise qualify for night differential.

8.16.0 Sunday Work

8.16.1 A full-time employee working a regular, flexible, or compressed schedule under this article, who performs regularly scheduled non-overtime work, a part of which is performed on a Sunday, is entitled to pay at their regular rate of pay plus premium pay at a rate equal to 25% of their rate of basic pay for the entire daily tour of duty, not to exceed eight (8) hours.

8.16.2 Part time employees are not entitled to Sunday premium pay.

8.17.0 Other

8.17.1 When an employee under an alternate work schedule is scheduled for temporary duty (TDY), their work schedule for the entire week or weeks during which any portion of the TDY occurs will be adjusted to a schedule that is advantageous to the TDY. Normally the schedule would be adjusted to a five eight hour a day week.

8.17.2 All travel performed inside or outside of the basic workweek will be IAW applicable regulations.

ARTICLE 9 - OVERTIME

9.1.0 General

9.1.1 Overtime for “non-exempt” employees is governed by the Fair Labor Standards Act (FLSA) and this Agreement. Overtime for “exempt” employees is governed by 5 USC § 5542 (Title 5 Overtime) and this Agreement.

9.1.2 When classification actions are performed and result in a change to the FLSA determination of “exempt” or “non-exempt,” the changed FLSA determination for the affected employees will be made available to the employees and the Union within 30 calendar days of the classification decision.

9.1.3 When overtime work is directed, personnel will be compensated for overtime hours worked in accordance with the provisions of the FLSA, 5 USC § 5542, and other applicable statutes, and government-wide regulations, and provisions of this Agreement. When a given work situation is covered by the FLSA and another regulatory procedure, the employee will receive the most favorable treatment IAW 5 CFR §551.513.

9.1.4 Overtime will not be distributed or withheld as a reward or penalty.

9.2.0 Overtime Pay

9.2.1 Overtime pay for FLSA non-exempt employees is equal to 1.5 times the employee’s hourly rate of pay.

9.2.2 Overtime pay for FLSA exempt employees is equal to 1.5 times the employee’s hourly rate of pay. However, if the employee’s rate of pay exceeds the minimum applicable rate for a GS-10 (i.e., GS-10, step 1), including any applicable special rate of pay for law enforcement officers or special pay adjustment for law enforcement officers, a locality-based comparability payment, or any applicable special rate of pay, the overtime rate is the greater of: 1.5 times the applicable minimum hourly rate of basic pay for GS-10 or the employee’s hourly rate of basic pay.

9.3.0 Types of Overtime

9.3.1 Regular Overtime. Any overtime work scheduled in advance of the administrative workweek as part of an employee’s regularly scheduled workweek is considered regular overtime. An employee will be compensated for every minute of regular overtime work IAW 5 CFR §550.112(a)(1) and 551.521(a). The total minutes of regular overtime shall be rounded to the nearest quarter-hour increment at the end of the pay period in which the overtime was worked.

9.3.1.1 Any employee covered under a flexible work schedule program established under Article 8, Hours of Work, may request compensatory time off in lieu of overtime premium pay for regular overtime work. Employees not covered by a flexible work schedule program may request compensatory time off in lieu of overtime premium pay for regular overtime work IAW applicable law. Additional provisions for earning and receiving compensatory time are found in Section 9.10.0.

9.3.2 Irregular or Occasional Overtime. Overtime work that was not scheduled in advance of the administrative workweek and made a part of an employee’s regularly scheduled workweek is considered irregular or occasional overtime. A quarter of an hour shall be the smallest fraction of an hour used for crediting irregular or occasional overtime work. When irregular or occasional overtime work is performed in other than the full fraction, odd minutes shall be rounded up or rounded down to the nearest full quarter fraction of an hour.

9.4.0 Call Back. Call-back overtime is a form of irregular or occasional overtime work performed by an employee on a day when work was not scheduled for the employee or for which he is required to return to his place of employment after having already concluded his tour of duty and departed the work site. In all callback situations, the

employee will be paid a minimum of two hours of overtime. This applies whether the employee is released or other work has been assigned.

9.5.0 Distribution

9.5.1 Employees within an organizational unit will be offered overtime on a rotating basis in accordance with their particular skills. This will not necessarily result in everyone having the same number of overtime hours worked. In the absence of sufficient qualified volunteers for overtime work, the Employer has the right to direct overtime. Individual employees will not be forced to work overtime as long as full requirements can reasonably be met by other qualified employees willing to work.

9.5.2 Overtime will be offered equitably among employees that the Employer finds to be qualified for the assignment within a particular trade or occupation within an organizational element.

9.6.0 Disputes. The negotiated grievance procedure is the exclusive remedy for the resolution of disputes concerning overtime. Nothing in this Article precludes or impairs FLSA exempt employees from filing a claim for “induced” overtime or FLSA non-exempt employees from filing a claim for “suffered or permitted” overtime. When an employee is denied overtime work in violation of the provisions of this collective bargaining agreement, the employee may receive back pay plus interest for the overtime work not performed.

9.7.0 Notice. In the offer or assignment of overtime on days outside of the basic workweek, the Employer will notify the affected employee as early as practicable.

9.8.0 Impact on Leave

9.8.1 Leave usage or balance will not be a factor in offering or assigning employees overtime. However, employees in a leave status will not be offered or assigned overtime until they return to duty, unless they are needed for emergency mission requirements. Overtime in conjunction with leave usage in the same pay period is permitted.

9.8.2 Refer to AFI 36-815, paras. 5.1 and 6.1, for employees on Military Leave under 5 USC § 6323(a) or Court Leave under 5 USC §6322 are entitled to the same compensation they would have otherwise received but for their absence on the military or court leave. This overtime duty must be regularly scheduled overtime work which would have otherwise required the employee to work overtime.

9.9.0 Pre and Post Shift Activities. Incidental duties directly related to the job (e.g., changing uniform, cleaning tools) that must occur at work outside the scheduled shift and totaling more than ten (10) minutes per daily tour of duty are considered compensable for the purposes of this Article.

9.10.0 Compensatory Time in Lieu of Overtime Pay.

9.10.1 Compensatory time is time off from work that may be granted to an employee in lieu of payment for overtime. Compensatory time earned is equal to the amount of time spent in overtime work, e.g., one hour and fifteen minutes of overtime work yields one hour and fifteen minutes of compensatory time. The following pertain to such compensation for overtime work.

9.10.1.1 FLSA Non-Exempt Employees (5 CFR § 551.531). The Employer will normally provide overtime pay for all overtime work performed by nonexempt employees. After considering mission requirements, the Employer may grant compensatory time off for overtime work performed, but non-exempt employees may not be required to accept compensatory time off in lieu of payment for overtime work performed. The Employer will consider employee requests for compensatory time off in lieu of overtime pay.

9.10.1.2. FLSA Exempt Employees (5 CFR § 550.114).

a. Employees whose rate of pay does not exceed the maximum rate for GS-10 (i.e., Step 10) may request to receive compensatory time off in lieu of overtime pay for irregular or occasional overtime. Such requests will normally be granted, subject to mission requirements. If the employee does not make such a request, or if the

Employer does not approve that request, the employee is entitled to compensation in accordance with Section 9.3.2 above.

b. The Employer may require that employees whose rate of pay exceeds the maximum rate for GS-10 (i.e., Step 10) be compensated for irregular or occasional overtime with compensatory time in lieu of overtime pay.

9.10.2 The Employer may announce in advance of offering overtime that it will only compensate employees with compensatory time and that overtime pay will not be available. In that case, an employee described in subsection 9.10.1.1 above may decline the offer of overtime. Such declination will not be held against the employee and the declination will not affect eligibility for future offers of overtime.

9.10.3 Compensatory time earned normally will be used within 26 pay periods. All compensatory time not scheduled and used by the employee within 26 pay periods will be converted to overtime pay, computed using the employee's rate of pay as of the date the overtime pay was earned.

9.11.0 Standby Duty (5 CFR § 551.431(a)). An employee is on duty, and time spent on standby duty is hours of work if, for work-related reasons, the employee is restricted by official order to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employee's activities so substantial that the employee cannot use the time effectively for his or her own purposes. A finding that an employee's activities are substantially limited may not be based on the fact that an employee is subject to restrictions necessary to ensure that the employee will be able to perform his or her duties and responsibilities, such as restrictions on alcohol consumption or use of certain medications. Employees told to "stand by" for further instructions, such as during weather-related Base closures, are not necessarily in Standby Duty status under this section.

9.12.0 On-Call (5 CFR 551.431(b)). An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

1. The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within reasonable call-back radius; or
2. The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

9.12.1 Employees are not entitled to any additional compensation for time spent in an on-call status.

9.13.0 Compensation for Time Spent in Travel.

9.13.1 Time Spent in Travel for FLSA Non-Exempt Employees (5 CFR § 551.422). Time spent in travel will be considered hours of work, and thus compensable, if:

1. The employee is required to travel during regular working hours;
2. The employee is required to drive a vehicle or perform other work while traveling;
3. The employee is required to travel as a passenger on a one-day assignment away from the official duty station; or
4. The employee is required to travel as a passenger on an overnight assignment away from the official duty station during hours on nonworking days that correspond to the employee's regular working hours.

9.13.2 Time Spent in Travel for FLSA Exempt Employees (5 CFR §550.112). Time spent on official travel during non-working hours (i.e., hours outside the scheduled tour of duty for leave purposes) is not considered hours of work for overtime purposes under Section 9.3.0. Credit for official travel during non-working hours is provided only through compensatory time off for travel.

9.13.3 Compensatory Time for Travel. The Employer shall credit an employee, on an hour-for-hour basis, with compensatory time off for time in a travel status if:

1. The employee is required to travel away from the official worksite; and
2. The travel time is not otherwise compensable hours of work.

9.13.4 Travel time in conjunction with a permanent change of station or a temporary change of station is not creditable.

9.13.5 Time in a travel status includes the time an employee actually spends traveling between the official worksite and a temporary worksite, or between two temporary worksites, and the usual waiting time that precedes or interrupts such travel. Time spent at a temporary worksite between arrival and departure is not time in a travel status. Bona fide meal periods during actual travel time or waiting time are not creditable as time in a travel status. A delay between actual periods of continuous travel that includes overnight lodging during which the employee is free to rest, sleep, or otherwise use the time for his or her own purposes, is not creditable as time in a travel status.

ARTICLE 10 - PROMOTION PROGRAM

Merit Promotion

10.1.0 Purpose (See AFMAN 36-203). The purpose and intent of this Article are to ensure that merit promotion principles are applied in a consistent manner, with equity to all employees, and without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying disability, age, or sexual orientation and shall be based solely on job-related criteria.

10.2.0 Actions Covered By Competitive Procedures. Competitive procedures will apply to personnel actions listed in 5 CFR 335.103(c)(1), such as most promotions and details over 120 days.

10.3.0 Actions not Covered by Competitive Procedures. Competitive procedures do not apply to some personnel actions such as: career ladder promotions, certain position reclassification promotions, temporary promotions/details for 120 days or less, and other actions as listed in 5 CFR 335.103(c)(2)-(3).

10.4.0 Priority Consideration Before Using Competitive Procedures

10.4.1 Involuntarily Demoted Employees. Employees who are involuntarily demoted by the Employer for non-disciplinary reasons or who are in grade retention status are entitled to consideration for re-promotion before using the competitive procedures. This applies to positions at the employee's former grade or at any intervening grades that are to be filled under competitive procedures. The right to this consideration does not apply to a position higher than that of the position held at the time of the change to the lower grade.

10.4.1.1 When requested to do so by an employee, the Civilian Personnel Office will justify in writing that employee's non-selection under this section.

10.4.2 For Employees Not Given Proper Consideration. An employee who missed proper consideration due to a procedural violation or error in a previous competitive placement action, through no fault of their own, must be given advanced consideration for the next like vacancy which becomes available for which the employee is fully eligible and qualified. This means that the employee must be referred to the selecting official for consideration before using the competitive procedures. If selected on the basis of advance consideration, the employee is promoted or reassigned noncompetitively. If the employee refuses consideration, the employee forfeits his/her entitlement to the advance consideration. This section applies to all situations in which proper consideration was not given, including involuntary demotions and lateral hiring.

10.4.2.1 The Civilian Personnel Office must justify in writing any non-selection under Section 10.4.2 to the impacted employee(s) and the Union.

10.5.0 Scope of Competition. Each vacancy will be advertised in a geographic/organizational area large enough that a reasonable number of highly qualified candidates may be anticipated and given an opportunity to compete.

10.6.0 Vacancy Announcements

10.6.1 The Employer will post all vacancy announcements electronically according to Employer rules. Employees should contact the Civilian Personnel Office for current instructions on how to properly access vacancy announcements.

10.6.1.1 The Employer will ensure that all employees who do not have a computer assigned to them to perform their regularly scheduled duties will be provided access to a computer and printer in order for all employees to have access to all vacancies announced on the Employer's web site.

10.6.2 Vacancy announcements are controlled by AFPC. The Employer will comply with all AFPC requirements when submitting vacancy announcements.

10.6.3 Time Limit. Vacancy announcements will normally be open for a minimum of 5 calendar days.

10.6.4 Open Continuous Announcements. Open continuous announcements and announcements for standing registers may be used.

10.6.5 Amending Vacancy Announcements. If a posted vacancy announcement is found to contain a substantial error, the announcement will be amended or cancelled and re-posted. The amendment should cite the change(s) and indicate whether or not the original applicants need to re-file in order to be considered.

10.7.0 Employee Applications

10.7.1 Electronic Application. The Employer will give bargaining unit employees access so they may use Employer computers to complete automated applications under this article.

10.7.2. The Employer will make instructional material on the vacancy process available to bargaining unit employees.

10.7.3 Multiple Applications. When an Employee applies for more than one announcement for which the Employee is fully eligible and qualified, full consideration may be given for each vacancy applied for, regardless of selection to one or more vacancies. An employee is not bound by acceptance of the first offer.

10.8.0 Establishing the Best Qualified List

10.8.1 To be eligible for promotion or placement, candidates shall meet the minimum qualification standards prescribed or approved by OPM and selective placement factors identified as essential for successful performance. Ineligible applicants shall be notified of the determination of ineligibility.

10.8.2 Assessment criteria used to evaluate candidates must be job-related and applied equitably.

10.8.3 Candidates competing for promotion shall be rated to determine their possession of the competencies required to be referred to the selecting official.

10.8.4 A matrix shall be used by the selecting official to rate and rank candidates. The matrix will include job-related knowledge, skills, and abilities.

10.8.5 When an evaluation panel is used, the following conditions will apply:

1. Panel members must be at or above the grade level of the position being filled; should know the requirements of the position being filled; and may not be applicants for the position.
2. Panel members must not be related by blood, adoption, or marriage to any applicants considered for the position.
3. The panel will use the assessment criteria developed for each vacancy. The panel will consistently use the criteria to rate and rank each candidate. The selecting official will review the panel's actions to ensure the criteria were used consistently for each candidate.

4. The panel's working notes may be made a part of the promotion package. The notes will serve as reference material to document the process by which the qualified candidates were identified.

5. The panel's actions will not be discussed outside panel members prior to a selection announcement.

10.9.0 Selection Procedures. At minimum, the selection official must review the system-generated career briefs. The selecting official has the right to select or non-select any candidates who are referred.

10.9.1 Interviewing. The types of interviews that may be conducted are: in-person, telephone, and panel.

10.9.2 Other Selection Procedures. Candidates may also be selected based on supervisory inquiry and past working knowledge of the employee.

10.9.3 Within 30 calendar days after the selection decision is announced, when requested by the Employee, the selecting official will provide a response detailing the reasons why the Employee was not selected for the position. If a response is prepared, it will be made a part of the promotion file.

This 30-calendar day period may be extended for extenuating circumstances, such as military leave, TDY, etc. If this period is extended past 90 calendar days, a response may be unavailable due to records disposition.

10.9.4 Release and Notification of Applicants. Normally, an employee will be released no later than two (2) complete pay periods, following the Employee's acceptance of a position.

10.10.0 Career Ladder

10.10.1 Policy. It is the policy of the Employer to provide appropriate opportunities for bargaining unit employees to develop and advance in their careers.

10.10.2 Maximum Opportunity. Employees in career ladder positions will be given maximum opportunity to reach the full potential of their assigned career ladders. Upon placing an employee in a career ladder position, the supervisor will discuss the job requirements and expectations for the employee to reach the next higher level. The supervisor will hold these discussions at each level of the employee's progression within the career ladder.

10.10.3 Progression Within a Career Ladder. Career ladders are not automatic; an acceptable level of performance must be demonstrated for progression. Employees in career ladders will clearly demonstrate the ability to perform at the next higher grade level and meet eligibility requirements before being promoted to the next grade in the career ladder. Once the promotion has been made, supervisors will assign work at the new grade level.

10.10.4 Ongoing Feedback. The supervisor will periodically provide feedback to the employee about their performance in the career ladder position. Feedback will be given at least once per year, normally halfway through the appraisal cycle. If a supervisor has supervised an employee for at least 120 calendar days during the appraisal cycle, feedback will be given at least 60 calendar days prior to the close of the appraisal cycle.

10.11.0 Compensation. An employee's level of compensation upon promotion shall be set in accordance with applicable regulations.

10.12.0 Information on Promotion Actions. Within ninety calendar days following completion of the selection process, the Employee or his/her representative may request the information used by the Employer to make the selections. The Employer will provide the requested information consistent with the requirements of law.

10.13.0 Career Progression Opportunities

10.13.1 The Employer will assist competent, motivated employees who have the potential for advancement but have not met the full performance qualification standards for higher level positions. Consideration will be given to all members of the bargaining unit who apply for the various opportunities, including those underrepresented persons such as minorities, women, and individuals with disabilities.

10.13.2 The organization manager or supervisor has the discretion for redeveloping positions/bridge, not civilian personnel. The employer will consider establishing new bridge positions on an annual basis to afford opportunities for employees to transition to new career fields or from clerical to technical and technical to specialist fields. The Employer will advise the Union of the data considered and the decision made to transition employees no later than 30 calendar days after the decision has been made.

10.13.3 Consistent with OPM regulations, the Employer will provide training programs in support of employees selected to participate in Upward Mobility opportunities. As outlined in OPM regulations, the training will be directed toward providing the knowledge and skills required by the targeted positions.

ARTICLE 11 - POSITION CLASSIFICATION

11.1.0 General

11.1.1 The Employer shall notify the affected employee and the Union when the Employer has requested a position review.

11.1.2 The Employer will not reassign duties for the purpose of lowering the classification of the position.

11.1.3 The Employer will notify the Union in writing as soon as possible when reorganizations will occur that could affect position classification of bargaining unit employees.

11.1.4 If a position is reclassified, the Employee will be provided with the new position description.

11.1.5 Employees have the right to appeal position classification through the reclama process.

11.1.6 Assignments of work to employees shall generally be consistent with their grade levels. This does not mean that unrelated work may not be assigned on an occasional basis, such as in a general cleanup or cleaning of immediate work area, but not to include custodial services. Management may not consistently assign work to employees outside the primary duties in their position without amending the position description.

11.2.0 Position Descriptions

11.2.1 All employees are entitled to a complete and accurate position description, which clearly and concisely states the major and grade controlling duties, responsibilities, and supervisory relationships of the position. This will be provided to the employee within 14 calendar days of hire and upon request of the employee or Union.

11.2.2 The phrase "other related duties as assigned," and other similar phrases, means tasks that are related to the position. Such phrases will not be used to regularly assign work to an employee that is not reasonably related to the duties listed in the position description.

11.2.3 The Employee should discuss any concerns regarding classification or position description with his/her supervisor as a first informal step.

11.3.0 Position Review

11.3.1 Position review may occur by request of an employee or the Union or at the discretion of the Employer. An Employee must request a position review by notifying his/her supervisor and the Union in writing. Upon such notification, the Employer will either acknowledge receipt of the request within 10 duty days or provide an estimate of the additional time needed to reply.

11.3.2 The employee(s) and/or supervisor(s) will be provided audit procedures. (i.e. the audit may be conducted by telephone, electronic questionnaire, or paper questionnaire, etc. from AFPC Central Classifications.)

11.3.3 While a desk audit is in process, the Employer will not reassign duties for the sole purpose of avoiding reclassification of the position.

11.3.4 If the Employee wishes to pursue the matter further, based on the results of the desk audit then they may file a grievance as appropriate or a reclama appeal in accordance with Section 11.6 and 5 CFR.

11.4.0 New Classifications

11.4.1 Classification decisions rendered by AFPC Central Classifications having the effect of establishing a grade level that did not exist before within an occupation will be forwarded by the Civilian Personnel Office to the Union. Application of these classification decisions will normally be effective no later than the beginning of the pay period following the classification decision.

11.5.0 Downgrades

11.5.1 When a position is reclassified to a lower grade the incumbent will be promptly notified in writing by the employer. The impacted individuals will be notified one pay period prior to the decision being implemented. The notice will explain:

1. The reasons for the reclassification action;
2. The employee's right to appeal the classification decision to the Air Force or to OPM as provided by regulations, if such appeal has not already been made;
3. The time limits within which the employee's appeal must be filed in order to preserve any retroactive benefits under 5 CFR; and
4. Any other appeal or grievance rights available under applicable law, rule, regulation, or this Agreement.

11.5.2 For a downgraded position, the employee's pay and grade will be maintained in accordance with law and regulations.

11.5.3 An employee whose position has been downgraded shall be entitled to priority referral for noncompetitive consideration for permanent promotion prior to a vacancy being filled by competitive promotion under Article 10, Promotion Program. Such employees shall be entitled to priority referral and consideration only to vacancies for which the downgraded employee is qualified up to the grade level or the equivalent level of the position from which downgraded.

11.6.0 Classification Appeals

11.6.1 Employees may appeal classification decisions that result in a reduction in their grade or pay through Article 22, Grievances, or through the administrative process provided for under 5 CFR. i.e. Change in grade, series, etc.

11.6.2 Employees or their designated representative may file an appeal with the Air Force or OPM to challenge either the appropriateness of the occupational series or grade of the employee's position or the inclusion under or exclusion of their position from chapter 51 of Title 5 U.S.C. by either the Employer or OPM.

11.6.3 Classification appeals will be processed in accordance with 5 CFR, for General Schedule employees and Federal Wage System employees; applicable Employer rules; and the provisions of this Agreement, as appropriate. Employees and their designated representatives may request the procedures for filing classification appeals from the Civilian Personnel Office.

ARTICLE 12 - DETAILS AND TEMPORARY PROMOTIONS

12.1.0 Details, General. Details are official personnel actions by which Employees are temporarily assigned to a different position or set of duties for a specified period with the Employee returning to his/her original position at the end of the detail. There is no formal position change. Officially, the Employee continues to hold the position from which detailed and keeps the same status and pay. Employees do not need to meet qualification standards (with the exception of positive education/license requirements) in order to be detailed. Supervisors may consider rotating noncompetitive detail opportunities among Employees and volunteers will be given first consideration. Normally, the area of consideration will be limited to the Flight, Squadron, or Group in which the detail is located. Details for more than 120 calendar days will be processed competitively as prescribed in Article 10 and this Article. Bargaining unit employees will not be detailed to the same higher-graded position for more than a cumulative total of 120 calendar days during any 12 month period without the use of competitive procedures. Requirements for competitive details lasting longer than a year and non-competitive details which have been consecutively detailed for more than three 120-calendar day periods will be reviewed at least annually. Details will not be used for the sole purpose of avoiding a permanent hire.

12.2.0 Briefing & Performance. Supervisors will brief detailed Employees on the specific duties and tasks to be performed, and how the detail will/may be documented.

a. When detailed Employees cannot perform at an acceptable level due to lack of training or skill they may be returned to their permanent position, with no adverse action.

b. The refusal by an Employee to perform duties on detail may serve as the basis for an adverse action.

12.3.0 Notification to Union. For details of 120 calendar days or less, the Union will be given written notice at least one full pay period in advance before detailing a Union Officer or Steward, other than a detail at that employee's request, provided that the Agency has advance notice of the need for a detail.

12.4.0 Documentation. Details of 30 calendar days or less will be documented by the Supervisor on Supervisor's Record of Employee. This documentation will consist of a short description of duties and the inclusive dates of the detail. Details in excess of 30 calendar days will be documented in the Electronic Official Personnel Folder (EOPF) by an SF 50, Notification of Personnel Action.

12.5.0 Temporary Promotions. Temporary promotions to higher graded positions for more than 120 calendar days will be processed competitively as prescribed in Article 10 and this Article. The Employer must give the Employee written notice of the conditions of the time-limited promotion, including the time limit of the promotion, and that the Employee may be returned at any time to the position from which temporarily promoted. An Employee may decline an offer of temporary promotion. Normally, the area of consideration will be limited to the Flight, Squadron, or Group in which the temporary position is located.

12.5.1 Bargaining unit employees will not be temporarily promoted to the same higher-graded position for more than a cumulative total of 120 calendar days during any 12 month period without the use of competitive procedures.

12.6.0 Guidance. In determining whether a temporary promotion or detail is more appropriate to effect the personnel action, the following rules will apply:

a. A detail will be used when the needs of the organization can be met temporarily by assigning a less than fully qualified person to perform the duties.

b. When the needs of the organization can be met only by assigning a fully qualified and eligible Employee who will be required to perform all aspects of the job with little or no delay, a temporary promotion will be considered.

c. When an Employee is initially assigned by detail and subsequently reaches the full performance level and is qualified and eligible they will then be considered for temporary promotion if the assignment continues.

ARTICLE 13 - PUBLICITY

New Employee Orientation

13.1.0 Goal of Employee Orientation. An effective Orientation Program is an important component in achieving goals to establish and maintain an effective, diverse and motivated work force by ensuring that all employees receive training regarding their rights, benefits, roles and responsibilities as employees of the Employer. The Orientation Program will be administered in accordance with 5 CFR 410 and 5 CFR 724.203.

13.2.0 Frequency of Employee Orientation. Employee orientation training will be conducted on a recurring, scheduled basis at least once every quarter, and all new employees will be required to attend.

13.3.0 Notification and Information. The Employer will determine the length, contents and agenda of the training. The Union will be included on the agenda for purposes of addressing new bargaining unit employees.

13.3.1 The Union will be notified as soon in advance as possible of the scheduled dates for employee orientation.

13.3.2 The Employer will provide the Union a copy of new accessions into the bargaining unit on a quarterly basis. The accession report will list the organization, name, and grade of the employees gained during the previous quarter.

13.3.3 The Employer will inform each newly hired employee of their bargaining unit status and Union contact information.

13.3.4 The Union shall have the right to inform all new employees:

a. About Title VII, Civil Service Reform Act, and the program for Labor Management Relations in the Federal Service.

b. Each bargaining unit employee of the Federal Government shall have and be protected in the exercise of the right, freely and without fear of reprisal, to:

1. Form
2. Join
3. Assist a Labor Organization
4. To refrain from such activity

c. These rights may be exercised by bargaining unit employees freely and without fear of reprisal or coercion from either the Employer or the Union. Further, the Employer's and AFGE's policy ensures that the above stated rights are protected for all bargaining unit employees.

13.3.5 A copy of this Agreement will be available to all bargaining unit employees either electronically or in work areas where bargaining unit employees are assigned.

13.4.0 Union Participation. The Union will be entitled to address bargaining unit employees during any new employee orientation sessions. The Union will be provided a minimum of thirty (30) minutes. This time will normally be provided immediately preceding a break. An AFGE video may be shown during the Union's presentation, subject to the availability of appropriate media equipment.

13.4.1 The Employer will make every effort to schedule employee orientation during a regularly scheduled work week of Monday through Friday during core work hours as agreed to in Article 8, of this Agreement. In the event the work schedule of the Union representative does not permit attendance at the orientation, the Employer will consider altering the representative's tour of duty or approve credit hours for the representative's attendance outside of a scheduled tour of duty.

13.4.2 If a bargaining unit employee is unable to attend a scheduled orientation session within the first 90 calendar days of employment, the Union will be afforded thirty (30) minutes to meet with the employee in the employee's duty section during the following 30 calendar days of employment.

Other Publicity

13.5.0 Other Publicity. Upon written request from the Union, the employer will allow National Representatives the opportunity to inform Bargaining Unit Employees on Union sponsored benefits and current labor issues. Normally, this will be accomplished during Lunch and Learn sessions.

13.5.1 The union will coordinate with the employer the site locations of these events (i.e. cafeterias, break rooms, snack bars, conference rooms and other public areas) to facilitate these events.

13.5.2 All bargaining unit employees will be afforded one (1) hour of administrative leave time, upon approval of the Employee's supervisor, up to four (4) hours annually, if the Employee wishes to attend a session with the National Representatives.

13.5.3 The union shall have forty (40) total hours annually to prepare and conduct these events. The hours will be monitored and documented by the Local Union President or his designee. These hours will be over and above the time granted under Article 29, Official Time.

Posting

The Union will be authorized to display their literature, correspondence, notices, and related types of information on bulletin boards in appropriate work areas. The Union is required to maintain its portion of the bulletin board in an orderly manner.

13.6.1 The employer will post a copy of this agreement electronically where unit employees will have easy access. Instructions for electronically accessing this agreement will be posted on the union section of bulletin boards. These instructions may also contain the Union's email address and website. Civilian Personnel will inform all bargaining unit employees annually of the electronic location of the agreement.

Electronic Publicity

The Union will be authorized the use of an official government email address. This service will consist of correspondence to and from the Union and Management. Internal mail service may also be used for official correspondence between the Union and Employees as pertains to official grievances only. Membership material, newsletters, informational material, etc., will not be sent through internal mail service except that meeting times may be distributed to Union members via email. Meeting topics cannot be distributed via email.

13.8.0 The Employer will not alter or censor the content of any communications between the Union and employees. Employer facilities will not be used for posting or distributing of libelous or defamatory material directed at Employer or Union officials or programs.

ARTICLE 14 - EQUAL OPPORTUNITY

14.1.0 Policy. The Employer and the Union affirm their commitment to the policy of providing equal opportunity (EO) to all employees, to establish Ellsworth Air Force Base as a model Employer, and to prohibit discrimination on the basis of race, color, religion, sex (including sexual harassment and pregnancy), age, national origin, disability or genetic information. In addition, the parties recognize their commitment to the policy of prohibiting discrimination on the basis of marital status, sexual orientation, parental status and/or political affiliation as well as to the policy of prohibiting retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA), the Rehabilitation Act of 1973, the Equal Pay Act, and all other laws and regulations related to unlawful discrimination.

14.2.0 Equal Opportunity Program. The Air Force has created a program to protect equal opportunity in the workplace as directed by 29 CFR § 1614 and EEOC Management Directive 110 and 715. The Air Force shall maintain this program in accordance with federal law and Air Force regulations to ensure that unlawful discrimination in the workplace is promptly addressed and corrected. Employees who would like more information about equal opportunity or who would like to file a complaint for an equal opportunity violation should consult with the base EO office.

An employee may file a grievance with the union for a discrimination-related complaint or the employee may file a complaint for the same issue with the EO office. The employee cannot file both a union grievance and an EO complaint for the same conduct.

14.3.0 Equal Opportunity Manager. Consistent with EO rules and regulations, the Employer will designate a Director of the EO program, who will report to the Employer head.

14.4.0 Participation in EO and Affirmative Employment Plans. The establishment and implementation of EO Affirmative Employment Plans and related plans is a fundamental Employer objective.

The Employer will continue to provide overall management support and budgetary planning to achieve affirmative action objectives and to establish and to maintain effective EO programs that cover all aspects of Equal Opportunity throughout the Agency, as outlined in 29 CFR 1614.102 and EEOC Management Directive 715 (MD-715).

14.5.0 Information and Data

14.5.1 The Employer shall make available to employees written information or data produced or kept by the Employer regarding EO or possible discrimination, including but not limited to: data describing the Employer's EO programs, the Affirmative Employment Plan, and the EO complaint process. Upon request, the Employer will provide the Union with the Employer's procedures for developing EO programs and reports, Affirmative Employment Plans, related plans, MD-715 reports, EEOC evaluations of Employer's progress, Employer self-assessments, No FEAR Act reports, and EO reports. Data kept by other Air Force agencies will be provided at the Union's request if such data can be retrieved by the Employer.

14.6.0 Collateral Duty EO Counselors. The number of EO Counselors will be determined by the Employer after consultation with the Labor-Management Council. An EO Counselor will have this collateral duty noted in his/her career brief. The Employer will provide sufficient training to all EO Counselors on the skills needed to perform this function. EO Counselors shall be free from restraint, interference, coercion, discrimination, or reprisal in connection with the performance of their duties.

14.7.0 Discrimination Complaints

14.7.1 An employee may file a formal EO complaint or grievance for perceived discrimination based on race, color, religion, sex, national origin, age, disability, or reprisal for exercising EO rights. The employee cannot file both a complaint and a grievance on the same basis. The employee must contact an EO counselor to begin an informal complaint process within 45 calendar days of the date of the alleged discriminatory action or the date when the employee was made aware of the alleged discrimination. After the informal process is completed, the EO counselor shall inform employees in writing of their right to file a grievance, an EO complaint, or an appeal to MSPB with a written description of the procedures and time limits for each option. After a formal complaint or grievance is filed, the employee cannot switch to the other process. A grievance must be filed within 15 calendar days of the final interview with the EO counselor; a formal complaint must be filed within 15 calendar days of receipt of the notice of the right to file, which is received from the EO counselor.

14.7.2 An employee has the right to be accompanied, represented, and advised by a representative of his/her choice at any stage of the formal complaint process under the EO administrative complaint process or negotiated procedures. The employee will designate his/her personal representative in writing.

14.7.3 Any employee who wishes to file or has filed an EO complaint, or who serves as the representative of another employee, or who gives evidence concerning an EO complaint, or who alleges discrimination or who

participates in the presentation of a complaint or grievance will be free from coercion, interference, dissuasion, and reprisal.

14.8.0 Reasonable Accommodations. The employer may make reasonable accommodations for persons with disabilities. If an employee has questions about accommodations, they should contact Civilian Personnel or the base ADA representative. When making reasonable accommodations for injured or disabled Employees, the Employer will inform the Union when the employee's conditions of employment have changed. Accommodations for injured or disabled employees will be made in accordance with governing directives.

14.9.0 Confidential Information. The Employer agrees that it will preserve the confidentiality of personal/personnel medical records and medical data in accordance with the Privacy Act of 1974 (552a). This type of information should be placed in a separate, confidential medical file. Written permission from the employee is required for any release of medical documents and records. All medical records and data will be held in strict confidence.

14.10.0 Sexual Harassment

14.10.1 Sexual harassment is a form of sex discrimination which undermines the integrity of the employment relationship and adversely affects employee opportunity. The Employer will provide all bargaining unit employees a work atmosphere free from sexual harassment and make employees aware of the Employer's sexual harassment policy. Verbal, physical or visual conduct may constitute sexual harassment. Employees who feel they are being sexually harassed should make it clear that such behavior is offensive and report the harassment to the appropriate level. However, the employee is not required to report the harassment prior to filing a complaint. It is the responsibility of the supervisor/manager to immediately examine the matter and take necessary corrective action.

14.10.2 Where an employee has brought an allegation of sexual harassment to the attention of the Employer, the Employer shall reveal no more information concerning such an allegation than is necessary to conduct a full, prompt, and serious investigation.

14.10.3 Any employee who believes that they have been a victim of sexual harassment (IAW AFI 90-6001 Chapter 3) may file a grievance, EO complaint, SARC report (DD Form 2910) or a mixed case appeal with the MSPB.

ARTICLE 15 - LEAVE PROCEDURES

15.1.0 Annual Leave Procedures

15.1.1 Employees will apply in advance for approval of anticipated leave. Leave requests will normally be approved or disapproved through the [Automated Time Attendance and Production System \(ATAAPS\)](#) which creates the OPM-71, Request for Leave.

Employees may utilize annual leave in 15 minute increments. Annual leave may not be charged in increments of less than 15 minutes.

15.1.2 With supervisor's approval and subject to workload demands, annual leave may be granted in a manner which permits each employee to take at least two (2) consecutive weeks of annual leave each calendar year, if the employee wishes. If an employee's leave request is denied, the supervisor shall document the reasons for denial on OPM-71. If workload permits, employees may request and supervisors may approve periods of annual leave that exceed two (2) consecutive weeks.

15.1.3 The employer in conjunction with the employee is required to establish a forecasted annual leave schedule for all employees for the leave year by 15 February of each year and re-verify them not later than 30 August of each year. Leave for extended periods of time may be scheduled subject to approval for specific situations.

15.1.4 Annual leave will be requested as far in advance as possible. When scheduling conflicts occur, unresolved conflicts will be settled by use of seniority, as measured by Service Computation Date Leave (SCD) using the

forecasted annual leave schedule as established on 15 February. All forecasts added after 15 February will be on first come basis.

15.1.5 Employees will be informed in a timely manner of whether their requests for leave have been approved, normally within three (3) workdays of date of request.

When requests are made to use leave on the following day, the response will be made as soon as possible, but no later than the end of the employee's work shift. If the employee's supervisor is unavailable for any reason, the employee must make every effort to contact his/her supervisor for approval before approaching the second-level supervisor for leave approval.

15.1.6 Upon request and with supervisor's approval, an employee may change annual leave to sick leave if the employee has a reason that qualifies the employee for sick leave. 5 CFR 630.404.

15.1.7 The Employer reserves the right to cancel previously scheduled or requested annual leave subject to essential mission requirements when work load necessitates such actions. Employees may request in writing, the reasons for leave cancellation. Employees will be given the opportunity to reschedule the cancelled leave. Leave cannot be arbitrarily cancelled and supervisors shall consider hardships this may cause the employee before deciding to cancel the employee's leave.

15.2.0 Timely Arrival for Work. If the employee is unavoidably absent or tardy for less than one hour, for a reason that is acceptable to the supervisor, the employee may be excused without charge to leave. The Employer will treat employees fairly in exercising its discretion to approve brief periods of tardiness without charge to leave.

15.3.0 Advancing Annual Leave. The granting of advance annual leave by the Employer is discretionary. Advance annual leave may be granted if the supervisor determines that the employee: (1) is eligible to earn annual leave, (2) is not on a leave restriction letter, (3) does not request more advanced leave than would be earned during the remainder of the year in which the leave requested, the leave will be granted, and (4) the supervisor has reasonable assurance that the employee will be in duty status long enough to earn the leave granted before the end of the leave year.

15.4.0 Sick Leave. Employees will earn and accrue sick leave IAW applicable law and regulations. Employees may utilize sick leave in 15 minute increments.

15.4.1 Approval. Sick leave must be taken and approved IAW 5 CFR 630.401 and AFI 36-815.

15.5.0 Scheduling

15.5.1 Employees will apply in advance for approval of anticipated leave. Leave requests will be approved or disapproved on OPM-71, Request for Leave. The leave approving official, normally the supervisor, will respond to all requests for leave in a timely manner.

Employees may utilize sick leave in 15 minute increments. Sick leave may not be charged in increments of less than 15 minutes.

15.5.2 Unanticipated Sick Leave. For unanticipated sick leave, the employee shall attempt to contact the immediate supervisor or designated official to request approval as soon as possible, normally within two (2) hours after the start of the employee's normal work day. In the event that either the supervisor or other designated official is not available, the employee may utilize voice email or e-mail to notify the Employer of the need for unanticipated sick leave. If the leave is denied, the supervisor will make a reasonable attempt to notify the employee within two (2) hours of his/her receipt of the employee's request. If leave is not approved prior to an employee's absence, the default status of the employee is AWOL, unless the leave is later approved.

When a substantial number of employees request unanticipated sick leave for the same time frame, management may contact the Union representative, and at management's discretion, can require the individuals to present physician-certified medical documentation regardless of the length of absence. If it is suspected that employees at

the unit are abusing sick leave, the Union will join management in its efforts to alleviate the problems by investigating the situation and obtaining the cooperation of the employees involved.

15.5.3 Medical Evidence. Employees may be required to furnish applicable medical documents IAW AFI 36-815. Except for employees on leave restriction, employees will normally not be required to furnish administratively acceptable evidence to substantiate a request for approval of sick leave for three (3) consecutive workdays or less. When an employee is out for more than three consecutive workdays and attended by a physician, a certificate from the physician will be required unless specifically waived by the supervisor. If the employee is out sick for more than three consecutive work days and not attended by a physician, the supervisor, at his/her discretion, may require the employee's personal written statement or remarks on OPM-71 as to the nature of the illness and that they were incapacitated for duty.

15.5.4 Abuse of Sick Leave. When the Employer has reasonable grounds to believe that an employee is abusing the use of sick leave (for example, when sick leave is used frequently or in unusual patterns or circumstances), the Employer may inquire further into the matter and ask the employee to explain. An employee may choose to provide medical information such as diagnosis and prognosis to Employer representatives who are medically certified. The employee shall not be required to provide specific medical information such as diagnosis and prognosis, but may choose to provide this information. Absent a reasonably acceptable explanation, the employee should be counseled that continued and frequent use of sick leave, or use in unusual patterns or circumstances, may result in sick leave restrictions.

15.5.5 Sick Leave Restriction. If reasonable grounds continue to exist for questioning an employee's use of sick leave, the employee may be placed on leave restriction. The notification will be in writing and inform the employee that no request for sick leave, or other leave in lieu of sick leave, will be approved for a stated period (not to exceed six (6) months) unless supported by a doctor's certificate. Any such written notice will describe the frequency, patterns or circumstances which led to its issuance, and will specify the termination date of the letter. At the end of the stated period, the supervisor will review the employee's situation and notify the employee in writing if the leave restriction is no longer in effect. Restrictions may be renewed if there are reasonable grounds the abuse is continuing.

15.5.6 Chronic Medical Condition. Except for employees on leave restriction, employees suffering from a chronic medical condition which requires occasional absence from work, but does not necessarily require medical treatment, and who have previously furnished medical certification for the chronic condition, shall not be required to furnish a medical certificate to substantiate sick leave for subsequent occurrences of the same condition. However, if the Employer suspects the Employee is abusing his/her privileges under this section, the supervisor may elect to follow the abuse and restriction provisions contained in Section 15.5.4 and Section 15.5.5. The Employer may periodically require further medical certification to substantiate that the condition still exists.

15.5.7 Use of Sick Leave for Family Care and Funerals. IAW AFI 36-815, a full-time employee may use up to 104 hours (13 days) of his/her sick leave each leave year for family care and bereavement purposes.

15.6.0 Advanced Sick Leave. Employees may be granted advance sick leave IAW governing directives. 5 CFR 630.401, AFI 36-815. In case of serious disability, illness, incapacitation, or confinement for childbirth, employees may be advanced up to 30 workdays of sick leave, or equivalent for uncommon tours of duty based on each individual instance. Employees requesting advanced sick leave to provide care for a family member or for bereavement purposes may be advanced sick leave in an amount not to exceed the maximum allowable (40 hours per leave year for full time employees). Requests for advanced sick leave may be made before or during the period of absence but no later than the employee's return to duty.

15.7.0 Family and Medical Leave Act

Due to the complexity of this Act, eligible employees seeking guidance should refer to 5 CFR 630 Subpart L, AFI 36-815, and the Family Medical Leave Act of 1993 which entitles federal employees to a total of 12 administrative weeks of unpaid leave during any 12 month period for certain family and medical needs.

15.8.0 Leave Without Pay. Leave without Pay (LWOP) is a temporary non-pay status and absence from duty for a specific period of time, which may be granted with supervisor approval and IAW applicable guidelines. Employees should consult AFI 36-815 for further guidance. Requests for LWOP will be given serious consideration and will not be denied arbitrarily. Denials of requests for LWOP will be provided to the employee in writing.

15.9.0 Leave for Bone Marrow and Organ Donation. An employee is entitled to paid administrative leave, in addition to annual or sick leave, to serve as an organ or bone marrow donor. For bone marrow, up to seven days may be used each calendar year; for organ donation, up to 30 days may be used.

15.10.0 Religious Observances. Time off for Religious Observances will be administered IAW Subpart J, 5 CFR 550.1001 and Section 8.5.3.

15.11.0 Administrative Leave. Administrative leave is an Installation Commander authorized absence from duty without the loss of pay and without charge to leave. Administrative leave is treated as time worked for all purposes except that the employee is excused from his or her regular assigned duties. Approval for release of employees will be directed by management.

15.11.1 Hazardous Weather Conditions. On occasion, due to the severity of the weather, administrative leave may be authorized. Decisions to authorize administrative absence shall be announced through management, official installation publications, telephone warning systems, and/or radio and television. The Employer shall ensure that only the minimum numbers of essential personnel actually needed are required to remain on duty or come in when Employees are dismissed or excused from reporting. The requirement for essential personnel will be equitably rotated among qualified Employees. Employees identified as essential personnel shall be notified in advance, in writing of this requirement.

15.11.1.1 Early Dismissal. Only Employees in a duty status (not on leave) or expected to return from leave to duty status at the time the early dismissal takes effect are excused without charge to leave. Employees absent on leave that day continue to be charged leave.

15.11.1.2 Late Reporting. Depending on hazardous weather conditions, tardiness not in excess of 2 hours may be excused. In individual cases personally reviewed by the Supervisor, tardiness in excess of 2 hours may also be excused because of an unavoidable delay resulting from adverse weather or disruption of public or private transportation.

15.11.1.3 Base Closure. Workdays on which the base is closed are non-workdays for leave purposes. All Employees who normally earn leave, except those identified as essential personnel, are excused without charge to leave. This includes those on scheduled annual leave or sick leave, but does not include those in a non-pay status on the days immediately before and after the days the activity is closed.

Employees are expected to work if conditions in the work place are reasonably adequate. Dismissals due to unusual work conditions, extreme temperatures and conditions created by temporary disruption of air-cooling or heating systems should be rare. The Employer shall take appropriate measures to correct or improve the work environment as soon as possible. When temperatures fall outside normal expectations or conditions, the Supervisor will consider the following options: relocation, liberal leave, employer-provided additional equipment such as fans, space heaters, portable air conditioning units, etc. However, when extreme temperatures exist, the Supervisor will monitor the health/comfort of Employees. If administrative dismissal is deemed appropriate based on the work environment, productivity and existing directives, the Supervisor shall request approval through upper management. Base Closure will be IAW DoDi 1400.25, Volume 610.

15.11.2 Disaster Response. If the President, the Office of Personnel Management, or other appropriate authority declares a natural disaster area, employees who are faced with a personal emergency caused by natural disaster will be eligible for a reasonable amount of administrative leave, based on the facts and circumstances of the personal emergency. An Employee requesting administrative leave under this Section may be required to provide an explanation and/or documentation in support of his or her claim. The employer will approve or disapprove the request for administrative leave.

15.12.0 Court Leave. Court leave may be granted to an employee tasked for jury duty or summoned as a witness in a legal proceeding IAW AFI 36-815.

15.13.0 Voting and Voter Registration. All employees will be afforded an opportunity to vote. IAW AFI 36-815, as a general rule, when the voting polls are not open at least three (3) hours either before or after an employee's regular hours of work, employees may be granted an amount of excused leave to vote which will permit the employee to report to work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time. In those instances of unusual circumstances, an employee may be excused from duty for up to one (1) duty day to allow the employee to vote. An employee may be excused to register to vote on the same basis as for voting.

15.14.0 Other Circumstances. Employees may be given leave for certain other circumstances, such as military duty. For information on these types of leave, see AFI 36-815.

15.15.0 Excused Absences. The supervisor may excuse an employee's absence without charge to leave for certain absences, such as blood donations, absence for brief periods or tardiness, taking examinations, etc. See AFI 36-815.

ARTICLE 16 - HEALTH AND SAFETY

16.1.0 The parties agree to cooperate in a continuing effort to avoid, reduce the possibility of, and/or eliminate accidents, injuries, and health hazards in all areas under the Employer's control. The parties agree to comply fully with all provisions of applicable governing directives that have met bargaining obligations, and upon request, make them available to Employees. The Employer shall post and keep up to date, conspicuously in each establishment, a poster informing Employees of the provisions of [29CFR part 1960](#), Executive Order 12196, and the Agency occupational safety and health program. On a case-by-case basis, the parties may adopt more stringent safety and health standards to address specific concerns.

16.2.0 Employees who are required to perform duties that may expose them to unsafe or hazardous conditions will be provided necessary approved safety equipment and personal protective clothing. In a training process selected by the Employer, Employees will receive instructions on the use and maintenance of such items and the required measures taken to minimize the risk of injury or exposure to hazardous materials or conditions. The equipment will be in proper working condition and after training, the Employees will be responsible for the proper use, care and checking of serviceability of safety equipment prior to use. Equipment found defective will not be used until repaired or replaced.

16.2.1 Employees may be given time to don or remove protective equipment; see Section 8.3.6.

16.2.2 Normally, employees are expected to provide personal clothing appropriate for the climatic conditions and the geographical area in which they live work. Cold weather protective clothing may be provided to Employees who are routinely required to be exposed to cold stress while performing work.

16.3.0 Employee medical records maintained by the Civilian Personnel Office or supervisor shall be properly safeguarded in accordance with governing directives. Information contained in an Employee's medical record shall not be released to unauthorized personnel, in accordance with governing directives, without the Employee's written consent. Employees shall have access to view their medical record. Upon written request, Employees will be provided a copy of their medical record. Employees will be provided documents that are purged from their civilian medical record.

16.4.0 Protective Safety Footwear shall be provided to all Employees working in areas, taskings, and operations, which are identified by the Employer as requiring protective footwear.

a. If an Employee's position requirements change such that the Employee is required to wear protective footwear, the Employer shall notify the Union of that change.

b. Employees with special footwear needs will be accommodated when they provide acceptable medical documentation.

c. Employees will be issued appropriate protective safety footwear of the same style and type issued to military members in the same or similar work environment. The organization may allow the Employee to use unit funds equal to the amount used for standard-issue safety boots toward the purchase of non-standard issue safety footwear; MOUs may be established for each work center to clarify these purchase amounts and locations. Such non-standard issue footwear must be approved by the supervisor to verify it meets OSHA safety standards. Protective footwear issued by the Employer or purchased with any Employer funds remains the Employer's property and shall not be worn off-duty except for wear to and from home and duty. Protective footwear shall be replaced if it is deemed by the Employee's supervisor to be no longer serviceable.

16.5.0 Employees who are required to work in occupations designated by the agency which have eye hazards such as flying objects, dust, chemicals, compressed air, welding operations, spraying operations etc. shall be provided safety protection eyewear at no cost to the Employee. If the Employer requires the use of eye protection in the performance of the Employee's assigned duties and the Employee normally wears corrective lenses, the Supervisor may excuse the Employee for up to two hours of duty time to obtain prescription safety glasses. The Supervisor may require the showing of the dated prescription in order to obtain the excused time off. The Employer does not pay for the eye examination nor is the Employee allowed to use duty time to obtain the examination. Employees who normally wear corrective lenses and are required to wear full face masks, hoods, or a self-contained breathing apparatus in the performance of their assigned duties shall be provided prescription inserts.

16.6.0 Employees, if physically able, must notify their Supervisor as soon as possible following an on-duty injury or illness. The Employer will ensure the Employee is advised of their rights and benefits under the Federal Employee's Compensation Act and other applicable directives. Information concerning the location of applicable regulations and procedures of the Office of Workers Compensation Programs (OWCP), U.S. Department of Labor, will be maintained by the Employer and available to Employees and the Union upon request. The Employer shall be responsible for:

a. Providing the required OWCP forms to Employees who, in turn, provide them to the Medical Treatment Facility or private physician. At no time will this requirement impede an Employee from receiving prompt medical attention.

b. Providing appropriate instructions to the Employee, which will facilitate timely claim submission.

c. Processing claims and providing necessary information within the control of the Employer to OWCP as soon as possible, but not later than 30 calendar days or as required after the information is received. The Employee's organization will be required to provide needed information no later than fourteen (14) calendar days after it is requested. Follow-up status will be provided upon request.

16.6.1 For an employee requesting return to duty from occupational injury with temporary limitations placed on his performance, as substantiated by a doctor's certificate, the Employer will make a diligent effort to assign the employee to available work within these limitations. If limited duty is not available, the employee will be placed on continuation of pay, if eligible, or in an appropriate leave status at the employee's option.

16.7.0 Physical examinations directed by the Employer will be at the Employer's expense. Such examinations and related tests will be conducted during the Employee's duty hours.

16.8.0 New, changed, or newly applied alternate standards that affect Bargaining Unit Employees as defined in [29 CFR part 1960.17](#) and Air Force Instruction 91-302 Sect. 5 (AFOSH, AFIs, etc.) may be implemented after consultation and bargaining obligations with the Exclusive Bargaining Unit have been met.

16.9.0 The Employer shall officially appoint in writing a representative and an alternate identified by the Union to safety and health committees, councils, boards, etc. that affect Bargaining Unit Employees. Membership will be of

equal status with other members, except the Union Representatives will speak for and represent safety and health matters affecting Bargaining Unit Employees.

16.10.0 Upon request, the Union shall be provided inspection discrepancy reports and advised by the Employer of actions taken to resolve discrepancies from safety/health inspections or hazard reports concerning matters that could adversely affect the safety and health of Bargaining Unit Employees. The Employer will notify the Union in the event of a serious on the job injury, occupational illness/disease, or death.

16.11.0 Upon request, the Employer will evaluate and provide, if necessary, accommodations to ensure safe ergonomic practices in the workplace.

16.12.0 When an Employee observes a work situation that poses an imminent danger which could reasonably be expected to cause death or serious physical harm:

a. The Employee will stop work and immediately report the conditions to the Supervisor, crew leader or other person in charge;

b. The responsible official will inspect the work areas to determine if a safety or health hazard exists;

c. If either the responsible official or the Employee has a reasonable belief that action is necessary to protect the Employee, the decision to return to work will be held in abeyance until an appropriate safety, fire protection or environmental health official inspects the area and renders a decision. The Union will be notified of the time of the inspection and given the opportunity to be present. Inspections will not be delayed due to unavailability of a Union representative;

d. The Employer will provide reports to the Employee IAW 29 CFR 1960.28(d)(4). Upon request, the Employer will provide these reports to the Union;

e. If the conditions cannot be immediately corrected, employees will be assigned work in a safe and healthy area, or will be excused without charge to leave until the condition is corrected.

16.13.0 Unsafe/Unhealthful Conditions. The Employer agrees there will be no restraint, interference, coercion, discrimination, or reprisal directed against an Employee for filing a report of an unsafe or unhealthy working condition or for participating in Occupational Safety and Health Program activities.

16.13.1 The Employer shall post a notice of hazardous conditions discovered in worksites as required by applicable laws, rules, and regulations, including a warning and description of the unsafe/unhealthful condition and required precautions.

16.13.2 Employees who are directed by the Employer to operate a government vehicle over public roads, highways, or interstate throughways shall not be required or be voluntarily permitted to violate applicable laws, rules, or regulations.

16.13.3 The supervisor will make every effort to notify the Employee of changes to heat and cold stress conditions and weather warnings, as determined by the base weather system.

16.13.4 Employees in effected areas will be notified prior to the application of insecticides, carpet glue, HVAC cleaning agents, paint, or other like chemicals during work hours. Employees with special health needs will be reasonably accommodated.

16.14.0 When the base Public Health Officer has identified a local epidemic of communicable disease or illness, appropriate immunizations may be provided to all employees who request them at the discretion of the Military Treatment Facility (MTF) Commander. Employees whose positions require immunizations will be provided with those immunizations at no cost to the Employee.

16.15.0 The Employer shall have an emergency preparedness plan that establishes procedures for safeguarding lives in the event of fire, earthquake, bomb threat, tornado, flood, winter storm, terrorist attack, biological threat, chemical threat, hostage-taking, nuclear explosions and radiological contamination, or similar natural or man-made emergency.

16.15.1 The Employer will make every effort to protect Employees from the threat of bio-terrorism in the workplace. Employer will provide appropriate PPE to Employees as deemed necessary by Public Health authorities. If the Employer suspects exposure, the Employer shall provide tests and antibiotics at no cost to the Employees in the suspect areas.

16.16.0 The Employer will post a copy of the complete summary of the OSHA 300A annually by February 1st on the bulletin board located in the installation safety office and provide a copy to the Union upon request. This will remain posted until the 30th of April.

16.17.0 Employees have the right to access the OSHA 301, Incident Report, which documents their respective injury and/or illness. The first copy will be provided to the employee at no cost by the end of the next business day. Employee's personal representative or authorized employee representative will be provided a copy of the installation OSHA 300 log upon a written request. The first copy of the log will be provided at no cost by the end of the next business day.

16.18.0 The Employer will provide information and training to all Employees who may be exposed to hazardous chemicals prior to an initial assignment of work and whenever the hazard or chemical changes.

16.19.0 For work related injuries and illnesses, the Employer will ensure emergency first aid is readily available.

16.20.0 Wherever the Employer decides to alter the physical work site, via renovation or construction, of employees represented by the Union, the Union will be notified in advance.

16.21.0 Violence constitutes a health and safety hazard in the workplace. Exposure to violence can result in both physical and emotional harm to employees. Although it is the employer's obligation to provide a safe and secure working environment, the Employer and Union agree to work together to prevent workplace violence and to minimize the occurrence and effects of violence in the workplace should it occur.

ARTICLE 17 - ENVIRONMENTAL DIFFERENTIAL PAY AND HAZARDOUS DUTY PAY

Employees will be paid Environmental Differential Pay and Hazardous Duty Pay IAW 5 CFR Part 532, 5 CFR Part 550, and 5 USC 5545. If at any time an employee and/or the Union believe that differential pay has not been paid properly or should be increased, the matter may be raised via the grievance procedures in Article 22.

ARTICLE 18 - TRAINING AND CAREER DEVELOPMENT

18.1.0 General Provisions. The training and development of employees is important in carrying out the mission. The Employer is responsible for ensuring that all employees receive the training and development necessary for improvement of the workforce.

18.1.1 Either employees or managers may initiate discussion of individual training needs. Such discussions may or may not be linked to an Individual Development Plan (IDP) See Section 18.2.0.

18.1.2 For training that is not Employer-directed, Employees may be granted variations within the normal workweek, including leave without pay, when the primary objective of training is to improve the employees' skills, knowledge, and abilities, or career path progression related duties.

18.1.3 The Employer shall, to the maximum extent practicable, ensure the scheduling of training and education (over which the Employer has administrative control) so that it occurs during normal workweek, including travel to and from training location.

18.2.0 Career Development. Each employee may establish an Individual Development Plan (IDP) IAW AFI 36-401. Employees may seek assistance from supervisors, career counselors, employee development specialists, and others who may provide advice and assistance in the preparation of the plan. The primary emphasis of the plans will be, first to address the competencies (or knowledge, skills, and abilities) required by the employee in his/her current position; second, to prepare employees for new career opportunities; and third, to address the competencies needed for advancement beyond his/her current journey level. Each plan may establish a series of milestones and will reflect the responsibilities of each party to realize such milestones.

18.2.1 Employees will not be penalized in any manner, including during the performance evaluation process, for not completing or not implementing an IDP, unless the IDP is required by the employee's position description.

18.3.0 Training Programs. The Employer will post information concerning known job-related training programs as they become available on appropriate office bulletin boards and/or by email if all eligible employees have email access. The Employer will inform employees of the availability of government-sponsored training programs, the general scope of training, the criteria for approval of training, the nomination procedures, and provide an opportunity to apply or submit request.

18.3.1 Training nominations and/or approval will be based on the potential use of the training to improve organizational and individual performance and other criteria established by applicable law, rule, regulation, and the provisions of this Agreement. Nomination and selection for training and career development/advancement programs and courses will be made in accordance with the needs of the agency and, when practicable, consistent with the employee's IDP.

18.3.2 When an employee is nominated for training, the employee's IDP, if any, may be used as a reference guide in determining training requirements. Employees will be notified (written or orally) of approval or disapproval of their nominations and the reason(s) for disapproval. Notifications of the approval or disapproval will be 2 weeks in advance, when practicable, of the start date of training. Should an employee's nomination training package be disapproved due to lack of resources, the employee may be re-nominated as funds become available and may be given first consideration.

18.3.3 The employer will document supervisor's record of employee (AF Form 971) on all completed trainings, including any record of training and educational achievements completed outside the agency where employees will provide training documentation to their supervisor. The employee must submit appropriate training documents to AFPC (normally through the myPers under the self-help section) for inclusion in the employee's Electronic Official Personnel File (eOPF).

18.3.4 If the employee is expected to perform new or altered duties, the employee will be trained on those duties before he is required to perform those duties.

18.4.0 Training and Career Development Expenses. Employees will be reimbursed for travel expenses, per diem, and attendance costs for employer-directed training, whether the training is provided by the Employer or another agency. Employees will not be reimbursed for costs in excess of travel allowances or per diem. An employee may be held responsible for all training expenses if the employee fails the course or commits misconduct while at the training course.

18.4.1 Upon prior approval, the Employer may pay for appropriate costs for mandatory study required to obtain and/or maintain certification and/or licensure related to employees' current positions.

18.4.2 The Employer may pay appropriate costs associated with the pursuit of an academic degree in accordance with 5 U.S.C. 4107.

ARTICLE 19 - USE OF OFFICIAL FACILITIES

19.1.0 The Employer agrees to provide office space and utilities without cost to the Union. Unless arrangements are negotiated at a later date, this office space will consist of an area in Building 6010. The Union office will be identified by a sign which reads "AFGE Local 2228."

19.2.0 On-base facilities may be used for Union membership meetings after regular (day shift) working hours. Requests will be made to the office responsible for administering the facility. Use of the facility will be subject to availability and any procedures or requirements established by the approving office.

19.3.0 The Employer agrees to furnish the Union office with one base extension telephone with voice mail, on-base, local off-base, and DSN calling capabilities. The Union may have a commercial telephone at their own expense. The telephone numbers will be placed in the base phone directory.

19.4.0 Upon request and in accordance with governing directives, the Union may have access to and the means for receipt of excess items for furnishing, equipping and maintaining the Union office.

19.5.0 In order to facilitate and expedite the Labor-Management Relations Program, the Employer agrees to provide to the Union a computer (CPU, keyboard, and monitor) with current standard office software. The Union agrees to be bound by the rules, regulations and instructions governing computer and internet usage as applies to the Department of Defense, Headquarters United States Air Force, and Ellsworth AFB. The following restrictions apply:

- a. A compatible printer and printer supplies will be provided by the Union.
- b. All Union users must otherwise have access to the Ellsworth computer system via CAC. Union officers who do not have access to the Ellsworth computer system may be given computer access at the Employer's discretion.
- c. The internet and computer will be used for official Union business only.
- d. Computer usage may be monitored as required by appropriate guidance.
- e. Violation of these provisions or AFI guidance will result in the loss of the standard desktop computer and termination of internet service.

ARTICLE 20 - PERFORMANCE AWARD

20.1.0 Incentive Awards. The goal of Incentive Awards is to recognize Employees for outstanding performance, improve morale, and increase productivity. Recognition of award recipients for their special contributions, community involvement, suggestions, etc. is the most effective way to achieve this goal. There are many awards available for Employee recognition. These include monetary, honorary, functional area, safety, civic, IDEA program, special purpose, and heroic deed awards. Supervisors are strongly encouraged to recognize their Employees by fully participating in these programs. Employees are encouraged to participate by providing input on possible nominees to their immediate Supervisors. Employees shall be considered for awards at the maximum extent possible IAW AFI 36-1004 and other applicable directives. Such awards will be granted in a fair, consistent, and objective manner without unlawful discrimination.

20.1.1 The Employer will notify the Union, upon request, of the awards budgets and the amounts to be allocated.

20.2.0 Performance Awards. If a monetary performance award is given to an individual, the award should be no less than 0.5 percent of the annual salary. If a Time Off Award (TOA) is given, a minimum TOA of 1 day should be given. See AFI 36-1004, base supplements, and 5 CFR 451.

20.3.0 Time Off as Incentive Award. The Time-Off Award (TOA) is only authorized to recognize superior accomplishments of an employee that contributed to the quality, efficiency, or economy of government operations.

20.3.1 The maximum amount of time off award that may be approved for any single contribution is 40 hours. Employees working a typical 80-hour pay period may be awarded a total time off of 80 hours during any leave year. See AFI 36-1004, para. 4.3.

20.3.2 Immediate supervisors may approve a TOA up to one working day without review and approval of a higher official IAW AFI 36-1004, para. 4.1.1.

20.3.3 Employees forfeit any time off award not used within one year from the effective date of award. TOAs should be scheduled so as not to conflict with use of "use or lose" annual leave. When physical incapacitation for duty occurs during a period of time when an employee is using his/her TOA, sick leave may be granted, if requested, for the period of incapacitation and the TOA will be scheduled at another time within one year from the date the award was granted.

20.4.0 Innovative Development Through Employee Awareness Program (IDEA). The Air Force Innovative Development Through Employee Awareness (IDEA) Program (AFI 38-401) is an incentive program that promotes process improvement and/or resource savings through ideas submitted by military and civilian employees. This is accomplished by encouraging a better way of doing business by fostering employee awareness and participation in the Air Force IDEA Program. The objective of the Air Force IDEA Program is to process ideas within 130 working days.

ARTICLE 21 - DUES WITHHOLDING

21.1.0 Purpose. Dues withholding from bargaining unit employees shall be administered in accordance with 5 U.S. Code Chapter 71, as amended, and this Agreement. This Article provides for a system by which Union dues may be collected from bargaining unit employees in a timely and regular basis without having an adverse impact on the day-to-day operations of the organization.

21.2.0 Union Dues. Information as to which employees elect to pay dues will only be used in conducting official business and will not be disseminated to any individual without a need for this information.

21.3.0 Dues Subject To Withholding.

21.3.1 The term “dues” includes regular and periodic dues, fees, and assessments of the exclusive representative of the unit. The Employer shall honor the Form 1187 and make allotments pursuant to the Form 1187.

21.3.2 All regular and periodic dues allotments will be processed by the parties in a timely manner.

21.4.0 Allotments (Payroll Deductions).

21.4.1 Union members who desire to make an allotment for payment of dues will request such allotments by completing Form 1187 “Request for Payroll Deductions for Labor Organization Dues” or its equivalent. The Union will procure the forms as needed and will make them available to the Union members.

21.4.2 Completed allotment forms will be submitted to the Union President or other authorized union officer who will complete the certification portion of the form. The Union, in turn, will promptly submit all such forms received from employees to the Civilian Pay Office for processing.

21.4.3 Allotments will normally be effective at the beginning of the 1st pay period following the receipt of a properly completed Form 1187 by the Civilian Pay Office. The Union may contact the Civilian Pay Office for assistance in resolving discrepancies.

21.4.4 Processing of allotments will be made at no cost to the Union or the employee.

21.5.0 Payment and Union Dues Deduction Report.

21.5.1 The Employer will make a remittance to the Union for amounts withheld on a biweekly basis. The remittance will be electronic funds transfer for the balance of the dues withheld and will be made payable to the AFGE Local 2228. The Union will provide the Employer with the appropriate electronic banking address.

21.5.2 The payment will be accompanied by a Union Dues Deduction Report containing:

1. Identification of the Employer
2. Identification of the Union Local;
3. Total amount of the remittance;
4. Names of employees, date, the amount deducted, and an indication if it is a new allotment;
5. Names of employees for whom deductions previously authorized were not taken with indication for reason; and
6. Total number of members for whom dues are withheld.

21.5.3 The Dues Deduction Report will be forwarded electronically to the email addresses identified by the Union to the Defense Finance and Accounting Service (DFAS). The Civilian Personnel Office will assist the Union with this process as necessary.

21.6.0 Transfers within the Bargaining Unit

21.6.1 When a bargaining unit employee, who is on dues withholding, moves from one facility (office, work place) in the bargaining unit to another, the employee will continue on dues withholding.

21.6.2 Upon notification of member’s departure from current duty station, Local 2228 will accomplish SF 1188, “Cancellation of Payroll Deductions for Labor Union Dues.”

21.7.0 Changes in Dues Withholding Amounts

21.7.1 The Union may change the amount of the Union dues deducted per employee. The Union President, or other authorized Union officer, shall provide information about the dues change to DFAS as necessary to allow DFAS to change the amount of dues withholding.

21.7.2 Such statement must be received ten (10) workdays prior to the first day of the pay period in which such changes are to be effective. Changes normally will be effective the first pay period after timely receipt by DFAS. If the changes are not effective in the first pay period, the Civilian Pay Office will assist the Union in resolving the problem.

21.8.0 Dues Revocation

21.8.1 Union members who have authorized Union dues withheld may revoke their payroll deduction of dues one day after their one year anniversary date. The members have until the 14th calendar day following their first anniversary to revoke the dues deduction. After the member's first anniversary, members can only revoke the dues deduction during the first full pay period of the pay year (January).

21.8.2 Members wishing to revoke their payroll deduction must submit an SF 1188, "Cancellation of Payroll Deductions for Labor Union Dues" to the Union President or designee. The Union will procure the forms as needed and will make them available to the Union members.

21.8.3 Deduction of dues will terminate with the start of the first payroll period after which any of the following occurs:

1. The Union loses the exclusive right to represent the employee;
2. Notice to the Employer from the Union that the employee has been suspended or expelled from the membership of the Union;
3. Separation of the employee for any reason;
4. Transfer, reassignment, promotion or demotion of an eligible member to a position excluded from the Union's recognition.
5. Activation of an employee into active duty military status.

21.9.0 Reinstatement of Separated Employee

If an employee who has been separated by the Employer is reinstated by an arbitrator, the Merit Systems Protection Board, the Equal Employment Opportunity Commission, or a court of competent authority, and the Employer is required to make the employee whole, dues withholding will be continued for that employee without submitting a new SF 1187, provided that the employee was a Union member at the time of his/her separation, and the employee does not object to resuming dues withholding. Dues withholding will resume with the effective date of the reinstatement only.

ARTICLE 22 - GRIEVANCE PROCEDURES

22.1.0 Purpose. The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances filed by bargaining unit employee(s), the Union or the Employer. Before initiating a grievance, the grievant should first try to discuss the concerns with the first line supervisor. This could result in a resolution to the problem before grievance procedures are necessary. A grievance is defined as a request for appropriate relief, because of dissatisfaction by an Employee or one of the Parties, over matters concerning conditions of employment subject to the control of the Parties.

22.2.0 Coverage and Scope.

22.2.1 A grievance means any written complaint:

- a. By an employee(s) 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(s), the Union or the Employer concerning:
 - i. the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
 - ii. any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.

22.2.2 Grievances on the following matters are excluded from the scope of this procedure:

- a. Any claimed violation of subchapter III of chapter 73 of Title 5 U.S.C. relating to prohibited political activities.
- b. Retirement, life insurance or health insurance.
- c. A suspension or removal under 5 U.S.C. 7532 relating to national security.
- d. Any examination, certification or appointment.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.
- f. Separation of a probationer.
- g. Reemployment priority rights.
- h. Determination of exempt/nonexempt FLSA status of employees.
- i. A reduction-in-force action (including functional transfer).
- j. Military restoration rights.
- k. The substance of job performance elements and standards.
- l. Within-grade increase withholding.
- m. A salary retention decision affecting an employee.
- n. The content of published policy.
- o. Non-selection for promotion from a group of properly ranked and certified candidates.
- p. An action terminating a temporary promotion with a maximum period of two years and returning the employee to the position from which they were temporarily promoted or to an equivalent position.
- q. Non-adoption of a suggestion or disapproval of a quality step increase, performance award or other kind of honorary or discretionary award.
- r. A preliminary warning, proposal, or notice of an action which, if effected, would be covered by the grievance procedure.

s. Report of survey conclusions.

22.3.0 The Employer and the Union agree that every effort will be made to settle grievances and to raise the issue of grievances at the lowest possible level. Except as provided by law, this is the exclusive procedure available to bargaining unit employees, the Union or the Employer for the resolution of grievances within its scope. The Air Force Inspector General Complaint System will not be used to resolve matters that are eligible for grievance procedures under this article. This section does not prevent an employee from filing a grievance under the procedure or under the statutory appeal procedures for complaints of discrimination, except that the use of both procedures is prohibited.

22.4.0 Representation

22.4.1 Upon filing of a grievance, an employee may elect to be self-represented, including representation by a non-union representative of the employee's choice and at the employee's own expense, or represented by a Union representative (but not both). Anyone whom the Union has designated in writing is the representative of the Union.

22.4.2 The Union has the right to be present during any formal discussion under the negotiated grievance procedure. If the Union is not the designated representative, the employee will provide a copy of the grievance to the Union within five (5) calendar days of the filing date. The Employer will provide the Union reasonable advance notice of any grievance formal discussion when the Union is not the designated representative. The Employer shall provide a copy of each grievance decision to the Union within five (5) calendar days of the issuance of the decision.

22.4.3 Where the grievant elects Union representation, meetings and communication with the employee with regard to the grievance, and any attempts at resolution, shall be made through the designated Union representative.

22.4.4 When the grievant and the representative are on the same fixed shift, all the steps in the grievance process will be scheduled during their shift, unless the Parties mutually agree otherwise. In situations where the grievant(s) and representative are on different work schedules and/or locations, the Parties will make every reasonable effort to schedule all steps in the grievance process to the common work times of the grievant(s) and representative unless the parties mutually agree otherwise.

22.5.0 Interference. Employees and their representatives will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal, consistent with 5 U.S.C. Chapter 71 and this Agreement, in seeking adjustment of grievances.

22.6.0 Grievance/Arbitration Questions. If either party wishes to raise the "defense" that the grievance issue is not a grievable issue according to section 22.2.2, such party must raise this defense, through writing delivered to the other party, no later than four weeks prior to the date of arbitration. Once a party raises the grievability of the grievance issue, the dispute of grievability shall be presented jointly with the merits issue(s) in the related grievance, except where the parties agree to hear the grievability issue and the merits issue separately.

22.7.0 Time Limits and Service Requirements

22.7.1 A grievance concerning a continuing practice or condition, including EEO matters, may be presented within 20 calendar days of the last occurrence of this practice or condition. Except as covered in Section 22.8.2, a grievance concerning a particular act or occurrence must be presented to the Step 1 management official within 20 calendar days of the action or date the employee became aware of it.

22.7.2 Proof of service shall be a written acknowledgment from the person served when hand delivered, or a return post office receipt executed by the person served, if the action is off-station.

22.7.3 Except by statutory requirement, all time limits in this Article may be extended by mutual consent.

22.8.0 Other Types of Complaints

22.8.1 Personnel Action. In accordance with 5 U.S.C. 7121, an employee at his/her option may raise matters covered under Sections 4303 (Unacceptable Performance) and 7512 (Adverse Actions) under the appropriate statutory procedures or the negotiated grievance procedure, except as otherwise stated in Section 22.2.2, but not both. An employee shall be deemed to have exercised his/her option at such time as the employee timely files a notice of appeal under the applicable appellate procedures or timely files a grievance in writing, whichever event occurs first.

22.8.2 Discrimination An employee affected by a prohibited personnel practice under 5 U.S.C. 2302(b) (1) of the Civil Service Reform Act may raise the matter under a statutory procedure or the negotiated procedure, but not both. An employee shall be deemed to have exercised their option at such time as they timely files a grievance in writing or files a written complaint under the statutory EEO procedure, whichever event occurs first. Details of the EEO process can be found in Section 14.7.0.

22.8.2.1 For the purpose of this section, the Step 1 official is the supervisor of the alleged offender. The remaining steps of the grievance procedure shall follow the alleged offender's chain of supervision. If the alleged offender's chain of supervision is not the same as the grieving employee's chain of supervision, the employee shall provide his supervisor with copies of the grievance at each level of the grievance procedure.

22.8.2.2 If the employee does not elect to use EEO Counseling, any grievance must be initiated within the timeline in Section 22.7.1.

22.9.0 Procedures for Employee Grievances

22.9.1 Step 1 Grievance:

a. The Step 1 Grievance will be presented to the first line Supervisor or, if a higher-level Supervisor has issued a decision on the matter, the Step 1 Grievance will begin with the Supervisor who issued the decision.

The following information must be included in the written grievance:

1. The grievant's name, duty assignment and telephone extension
2. The name and telephone extension of the Union representative, if used.
3. Specific nature of grievance including dates, time, place of incident, action or decision grieved and when appropriate the names and duty assignments of all witnesses.
4. The Article of the Agreement upon which grievance is based or specific section of law, rule, regulation, or other directive allegedly violated if appropriate.
5. Remedy or resolution sought.
6. Address to which correspondence should be sent.

b. The Supervisor will answer the grievance within five (5) workdays from the date the complaint is received from the Employee or representative.

c. If dissatisfied with the decision, the Employee or Union may advance the grievance to Step 2 within five (5) workdays after receipt of the decision from Step 1. Upon request, the Supervisor will provide the Employee or Representative the name of the next level Supervisor with the authority to grant relief.

22.9.2 Step 2 Grievance:

a. The grievance will be presented in writing to the next level Supervisor.

b. At the grievant's (or representative's) request, the Supervisor receiving the grievance at this step will meet with the grievant and Union representative within five (5) workdays following receipt of the written grievance. The

request for the meeting, if any, shall be contained in the written grievance. The Supervisor will then issue a written decision within five (5) workdays after the meeting, or, if no meeting, then within five (5) workdays of the receipt of the written grievance.

22.9.3 Step 3 Grievance:

a. If the decision issued in Step 2 does not resolve the grievance, the grievant or representative may forward the grievance through the CPF to the Squadron Commander or designee within ten (10) workdays after receipt of the written decision in Step 2 (Section 22.9.2(b)).

b. At the grievant's (or representative's) request, the Squadron Commander or designee receiving the grievance at this step will meet with the grievant and Union representative within ten (10) workdays following receipt of the written grievance. The request for the meeting, if any, shall be contained in the written grievance. The Squadron Commander or designee will then issue a written decision within ten (10) workdays after the meeting, or, if no meeting, then within ten (10) workdays of the receipt of the written grievance.

22.9.4 Step 4 Grievance:

a. If the decision issued in Step 3 does not resolve the grievance, the grievant or representative may present the grievance through the CPF to the Wing Commander or designee within ten (10) workdays after receipt of the written decision in Step 3 (Section 22.9.3(b)).

b. At the grievant's (or representative's) request, the Wing Commander or designee receiving the grievance at this step will meet with the grievant and Union representative within ten (10) workdays following receipt of the written grievance. The request for the meeting, if any, shall be contained in the written grievance. The Wing Commander or designee will then issue a written decision within ten (10) workdays after the meeting, or, if no meeting, then within ten (10) workdays of the receipt of the written grievance.

c. If this decision does not resolve the grievance, the Union President may then proceed to arbitration IAW procedures described in Article 23, Arbitration. If mutually agreed to by both parties, mediation, including off base mediators, may be utilized prior to arbitration.

9.5 If, at any level of this process, the employee's chain of supervision does not contain a certain level of commander or supervisor, that step shall be combined with the next highest step. For example, if the employee does not fall under a squadron commander, the Step 3 Grievance shall be combined with the Step 4 Grievance to the Wing Commander or Designee.

9.6 For purposes of the Air Force Financial Service Center, the Step 3 Grievance authority is the Director, Air Force Financial Services Center, or designee. If no Director or designee, the Step 3 Grievance authority is the Commander, Air Force Financial Services Center, or designee. The Step 4 Grievance authority is the Wing Commander or designee.

22.10 Group Grievances

22.10.1 Employees may join in submitting a grievance as a group, provided that the issues in the grievance and the remedy sought are identical for each. All Employees joining in the grievance must be identified and all Employees in the group must sign the grievance. The Employee whose signature is at the top of the list, or his/her designee, may be the Employee present during meetings with the Supervisor.

22.10.2 A decision rendered on a group grievance applies to all Employees in the group. Each Employee will be provided a copy of the decision at Step 1 and if advanced, at Steps 2, 3 and 4. A copy of the decision will be provided to the Union.

22.10.3 It is understood and agreed that group grievances will be processed in accordance with the steps described in this article.

22.10.4 Any employee may withdraw from the group grievance any time before a decision is rendered. The withdrawal must be provided to the Union in writing. However, such employee may not again initiate the same or similar grievance, and if applicable, will be bound by the decision reached in the group grievance.

22.10.5 Later identical grievances may be filed but will not be processed until previous grievances of the same nature, based on the same factual situation, have been processed and a final decision rendered.

22.11.0 Grievance Decisions. All grievance decisions will be in writing and state the issue being grieved, a summary of the findings and the basis/references for the decision. Copies of relevant documents cited in the decision will be provided if they are not otherwise readily available to the employee.

22.12.0 Failure to Meet Requirements

a. In employee grievances, failure on the part of the Employer to meet any of the time requirements of this procedure will permit the grievance to advance to the next step.

b. If the grievant, after receiving a decision fails to meet the time requirements in this Article, the grievance shall be terminated. Except in emergency situations, failure by the grievant, his/her representative, or the Union to attend scheduled meetings to discuss or hear the grievance shall terminate the grievance.

22.13.0 Withdrawal. The party initiating the grievance may terminate the grievance at any time by providing a written withdrawal to CPF.

ARTICLE 23 - ARBITRATION

23.1.0 Purpose. This Article shall be administered in accordance with the Federal Service Labor-Management Relations Statute, Title 5, U.S. Code Chapter 71, and this Agreement. This Article establishes the procedures for the arbitration of disputes between the Union and Employer, which are not satisfactorily resolved by the negotiated grievance procedure found in Article 22, Negotiated Grievance Procedure of this Agreement. A referral to arbitration can be made by the Union or the Employer IAW Section 22.9.4(c).

23.2.0 Preliminary Procedures

23.2.1 If any party wishes to refer an issue addressed under the procedures established in Article 22, the issue shall be submitted to arbitration by either Party within 20 calendar days after the issuance of the respondent's final decision, or in the absence of a decision, within 20 calendar days of the date on which the respondent's decision was due. Disputes over what is subject to this procedure may be referred to an arbitrator as the first decision in the complaint.

23.2.2 Method of Selecting an Arbitrator. Either Party may prepare a request to the Federal Mediation and Conciliation Service for a list of five arbitrators. Both parties will sign this request. The Parties shall meet within ten (10) calendar days after receipt of the list to select the arbitrator. The Parties will each alternately strike one arbitrator's name from the list and repeat this procedure until there is only one name remaining. The grievant will be the party first to strike. The remaining name on the list will be the duly selected arbitrator. The Federal Mediation and Conciliation Services shall be empowered to make a direct designation of an arbitrator to hear the case in the event that: a) either Party refuses to participate in the selection of an arbitrator, or b) upon inaction or undue delay on the part of either Party.

23.2.3 Upon selection of the arbitrator, the Parties shall jointly communicate with the arbitrator and one another to select an agreeable date for the submission of motions and responses dealing with questions of arbitrability, if any, and establish a date for the hearing. Hearings over employee grievances shall take place at Ellsworth AFB, unless otherwise mutually agreed to.

23.2.4 When a grievance concerns a complaint of sexual harassment, as defined in Article 14, Equal Employment Opportunity, the hearing shall be a closed forum upon request of either party.

23.3.0 Grievability/Arbitrability. The arbitrator has the authority to make all grievability and/or arbitrability determinations. If either Party raises an issue of grievability/arbitrability, the arbitrator will hear the merits of the underlying grievance and decide both issues together. Arbitrability/grievability issues must be raised in writing IAW Section 22.6.0. Upon mutual agreement of the Parties, issues arising under this section may be submitted to the arbitrator by brief, and decided prior to a hearing on the merits of the underlying grievance.

23.4.0 Witnesses and Parties

23.4.1 Each party will pay for the travel expenses of their witnesses and any fees charged by their witnesses or representatives except as stated in Section 22.9.4(c). Witnesses, grievant(s) (if represented by the Union) or representatives employed by the Employer shall be granted official/duty time to the extent necessary to participate in all phases of the arbitration proceeding. If the grievant is representing themselves, they shall not be given official/duty time to participate in or prepare for the arbitration proceeding.

23.4.2 Neither party will take affirmative steps to prevent the attendance of any witness at the arbitration proceeding.

23.5.0 Authority of Arbitrator. The arbitrator's decisions shall be final and binding subject to the Parties' right to take exceptions to an award in accordance with law, or the grievant's right, if applicable, to initiate court action. However, the arbitrator shall be bound by the terms of this Agreement and shall have no authority to add to, subtract from, alter, amend or modify any provision of this Agreement. The arbitrator may retain jurisdiction over a case when necessary to clarify the award, and will retain jurisdiction in all cases where exceptions are taken to an award and the Federal Labor Relations Authority sets aside all or a portion of the award.

23.6.0 Ex Parte Communication with Arbitrator. There will be no communication with the arbitrator unless both Parties are participating in the communication.

23.7.0 Arbitrator's Award. The order of proceedings will be as determined by the arbitrator. The arbitrator will be requested by the parties to render the decision no later than thirty (30) calendar days after the conclusion of the hearing and furnish the Employer, the employee, and the Union a copy of a decision. Either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority in accordance with applicable laws and regulations. If no exception to an arbitrator's award is filed during the 30 calendar day period beginning on the date of such award, the award shall be final and binding.

23.8.0 Costs of Arbitration

23.8.1 The Parties agree to share equally the cost of regular fees, including reasonable travel expenses of the arbitrator selected to hear the case, except as stated in Section 22.9.4(c).

23.8.2 The cost of a reporter or transcript, if used, shall be shared equally by the Parties if it is mutually agreed by the Parties to have one, or where requested by the arbitrator, except as stated in Section 22.9.4(c). Absent mutual agreement, either Party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation.

23.8.3 If, prior to the arbitration hearing, the Parties resolve the grievance, any cancellation fees shall be borne equally by both Parties, except as stated in Section 22.9.4(c). If a Party requests postponement, that Party shall bear the full cost of any rescheduling fees or postponement fees.

ARTICLE 24 - PERFORMANCE APPRAISAL PROGRAM

24.1.0 Overview. The Performance Appraisal Program is a tool to plan, monitor, develop, evaluate, and reward individual and organizational performance. The performance appraisal process includes defining duties and job performance elements; setting standards of performance; reviewing progress and appraising performance. Refer to DoDi 1400.25 vol 431 for guidance.

24.1.1 The complete implementation of the Defense Performance Management and Appraisal Program, DoDi 1400.25 vol 431, should take effect on 1 April 2017. Until the DoDi 1400.25 vol 431 takes effect AFI 36-1001 guidance will be used. The 2016-2017 appraisal period will be closed out under the AFI 36-1001. The start of the 2017-2018 appraisal period should be under the DoDi 1400.25 vol 431.

24.1.2 The appraisal program will not:

1. Be used as a disciplinary or punitive tool
2. Be based on expectations or requirements that are unrealistic and unattainable.

Performance appraisals shall be applied IAW governing directives in an objective, equitable and job-related manner.

24.1.3 Forced Distribution. The Employer will not prescribe a distribution of levels (aka quotas) of ratings for employees covered by this Agreement. Each employee's performance will be judged solely against his/her performance standards.

24.2.0 Performance Standards. Rating official will review job performance standards and elements with the employees or group of employees depending on the similarity of the position at the beginning of the performance period and/or if there are any changes during the rating period. The employee will be provided a copy of the appropriate appraisal form.

24.3.0 Communications

24.3.1 Normally within thirty (30) calendar days of employment for new employees, or upon employee position change, employees will meet with their rating official regarding the employee's job functions and responsibilities.

24.3.2 Subsequent discussions may take place between the employee and rating official.

24.3.3 If an employee requests an informal discussion with his/her rating official to discuss his/her performance, the request should be granted within in a reasonable amount of time.

24.3.4 IAW DoDi 1400.25 vol 431 section 3.2 (e) Supervisors are required to hold a minimum of three formal documented performance discussions during the appraisal cycle. These required discussions will include the initial performance plan meeting to discuss performance expectations, one progress review, and the final performance appraisal discussion to communicate the rating of record. Additional progress reviews are highly encouraged throughout the appraisal cycle.

24.3.5 To the extent possible all performance meetings should be held in person.

24.3.6 Performance discussions will normally be held between the rating official and the employee.

24.4.0 Time Frames. Unless otherwise provided, bargaining unit employees will receive an annual performance rating for the period 1 April through 31 March.

24.5.0 Performance Improvement Period. When it appears that an employee's performance is not fully successful, the addressing unacceptable performance will be IAW DoDi 1400.25 vol 431. Placing the employee on performance review, in and of itself, does not equate to appropriate assistance.

24.5.1 At any time during the performance improvement period, the rating official may conclude that assistance is no longer necessary because the employee's performance has improved to at least "Fully Successful." The rating official will notify the employee of this determination in writing.

24.5.2 At the request of the employee, after PIP has been issued, the Union may discuss the objectives of the PIP with the Civilian Personnel Office.

24.6.0 Action Based on Unacceptable Performance

24.6.1 If an employee's performance does not improve despite all attempts to correct it, the employee may be demoted or removed, 5 USC 4303 and 5 CFR Part 432.

24.6.2 If an employee is demoted or removed under the terms of Section 24.6.1, they may appeal to either the Merit Systems Protection Board (if eligible) or may proceed through the grievance process in Article 22 of this agreement. The employee may not pursue both appeal to MSPB and the grievance process. Whichever process the employee initiates first shall be deemed to be the sole appeal process.

24.7.0 Within Grade Increases. Employees may receive a Within-Grade Increase (WIGI) and/or Quality Step Increase (QSI).

ARTICLE 25 - REDUCTION IN FORCE

In the administration of this Agreement, the Parties shall be governed by all statutes and existing government-wide rules and regulations, as defined in 5 CFR 351, 5 U.S.C. Chapter 71 *et seq.*, and by subsequently prescribed government-wide rules and regulations implementing 5 U.S.C. 2302 (the prohibited personnel practices).

25.1.0 The Employer will provide the Union with information regarding projected reduction-in-force (RIF) actions that will adversely affect Employees within five (5) workdays of the receipt of such information. Such information will include copies of letters or messages from higher levels and Unit Manning Document (UMD) changes. Upon request, copies of retention registers, notices and personnel actions used to make job offers or place Employees under RIF procedures will be provided to the Union. In the event of a RIF, vacancies will be used to the maximum extent possible to place Employees in continuing positions in order to minimize the impact on Employees and reduce the number of demotions and separations. Management will make every effort to freeze open slots for a pending RIF to place the Employees that are affected by the RIF.

25.2.0 The Employer will brief all Employees to be issued RIF notices on general RIF procedures in the presence of a Union representative. The briefing(s) will include the following topics, if applicable: eligibility requirements for retirement or buy-out opportunities, severance pay, reemployment, Career Transition Assistance Program, and continued health insurance coverage or other benefits. The Employer will be available to individually counsel all Employees adversely affected by a RIF action and if requested, with a Union representative present.

25.3.0 Employees adversely affected by a RIF action will have access to review their OPF and other records pertaining to the action, including governing directives, upon written request through civilian personnel office to AFPC.

25.4.0 The Employer will give all Employees and their representatives at least 60 calendar days specific written notice prior to a reduction in force action.

25.5.0 In order to avoid the separation of Employees under RIF procedures, the Employer will consider waiving qualification standards, as provided in governing regulations, to place Employees in vacant positions. Within available resources, the Employer will provide training or work assignments during the notice period if such assignments will qualify the Employee for assignment under RIF procedures to a vacant position. If retirement is an option under RIF procedures, it must be voluntary. The employer shall not engage in behavior intended to coerce an employee to retire, either directly or indirectly.

25.6.0 Employees given written notification of a proposed reduction-in-force action may be excused for a reasonable amount of time without charge to leave for:

- a. Participating in placement interviews within the local commuting area.
- b. Receiving assistance from the Family Support Center and/or preparing and revising resumes or job applications.
- c. Reviewing job bulletins, announcements, etc.
- d. Applying for unemployment benefits

25.7.0 Employees who receive within-agency job offers will be given a reasonable amount of time to accept or decline the offer. Normally, a reasonable amount of time will be no less than 24 hours for a local position or 48 hours for a position requiring relocation.

ARTICLE 26 - OFFICIAL PERSONNEL RECORDS

26.1.0 Employees can review their official personnel record by logging into the Office Of Personnel Management (OPM) webpage and viewing their Electronic Official Personnel File (EOPF) at <https://eopf1.nbc.gov/usaf/>.

26.2.0 The supervisor's record of the employee will be used in accordance with applicable regulations to record events in the employee's work history. These records may include but are not limited to: Position Description (or Core Document), Automated AF Form 971, career brief, training records, SF-50s (Notices of Personnel Action), awards, leave records, counseling notes or memos, or records of disciplinary comments/actions. These records are to assist the supervisor in maintaining records of the employee's work effort, abilities and job performance. The employee will have the right to review, in the presence of the supervisor, the supervisor's record of the employee at reasonable intervals and upon reasonable notice. The supervisor will provide access as soon as workload and scheduling will permit, but normally not longer than 24 hours after the employee's request.

26.3.0 Employees will be given an opportunity to initial all entries in their Supervisor's Record of Employee. When a supervisor makes an entry on an automated AF Form 971, Supervisor's Record of Employee that is definitely stated as a counseling session, oral admonishment or negative comments, the employee will be requested to initial and date that entry. The employee's initials do not necessarily indicate agreement with the entry, only recognition that the entry was made. If the employee refuses to initial, the supervisor will so annotate and at that time advise the employee of the entry. Counseling sessions conducted by supervisors and management officials with unit employees and entries in the AF Form 971 recording such counseling are not considered discipline.

26.4.0 The AF Form 971 and related records will be safeguarded and stored in a manner to insure that access to such records is limited to supervisors or other agency officials as appropriate to the circumstances and in compliance with the Privacy Act and related directives.

ARTICLE 27 - TOBACCO, ALCOHOL AND DRUGS

27.1.0 Tobacco Use Program. Use of tobacco products will be IAW AFI 40-102. Management will make reasonable efforts to accommodate bargaining unit employees who use tobacco products.

27.1.1 In its effort to accommodate such employees, where practicable, management will provide a reasonable number of Designated Tobacco Areas (DTAs) at various locations on base. Management may modify or adapt existing DTAs, such as picnic shelters, for the purpose of accommodating such bargaining unit employees. Such

modified DTAs will be adapted to reasonably protect employees from the environment, and may be used as multi-use facilities. Management and the Union will work together to keep such DTAs at a minimum. Bargaining unit employees may consume tobacco products outdoors in any area not restricted against tobacco.

27.1.2 Employees who use such DTAs have the ultimate responsibility to ensure the DTAs are maintained in a clean and safe manner. The privilege of using a DTA may be terminated either temporarily or permanently by Management if such DTAs are not maintained in a reasonably clean and safe manner. Facility managers responsible for such DTAs will oversee the clean and safe operation of these sites and may assign work details consisting of tobacco users who use the DTAs, to ensure a continuing safe and clean environment. Repeated violations of cleanliness or safety standards may result in closing such DTAs.

27.2.0 Air Force Drug Demand Reduction Program (AFDDRP). Drug testing of Civilian Employees will be done IAW AFI 90-508, 44-121 and other governing directives.

27.2.1 Bargaining unit employees may request that a Union representative accompany them to testing site. Testing will not be delayed due to non-availability of a Union representative.

27.2.2 The Employer agrees to provide alcohol and drug or substance abuse counseling and referral services to employees in accordance with applicable regulations. The Union agrees to cooperate fully with the Employer in an attempt to rehabilitate affected employees who accept assistance made available under the provisions of this program.

27.2.3 Employees who self-identify drug or alcohol abuse will have the protection of the “safe haven” provisions of para. 5.3 of AFI 90-508.

ARTICLE 28 - PHYSICAL FITNESS PROGRAM

28.1.0 Civilian employees may be excused with no charge to leave, for up to three (3) hours per week for on-base fitness activities, with prior coordination and approval from their supervisor. Use of the time is voluntary on the part of the employee but is available, and employees are encouraged to take advantage of on-base fitness facilities. However, unused time cannot be rolled into the next week, and only one block of time per day is permitted.

28.2.0 The employee will provide a self-certified medical clearance letter certifying the employee is fit to participate in an exercise program.

28.3.0 Temporary employees should not be approved for excused absences for the purpose of physical exercise.

ARTICLE 29 - OFFICIAL TIME

29.1.0 It is agreed that internal Union business such as membership solicitation, membership meetings, collection of assessments or dues, circulation of authorization cards or petitions, solicitation of signatures on dues withholding authorization forms, distribution of literature and internal campaign and election activities, will not be conducted within the compensated duty hours of the unit employees.

29.2.0 Official Time. A reasonable amount of official time shall be granted for the purpose of handling grievances and other complaints and handling other representational functions IAW 5 USC §7131. Examples of appropriate uses of official time include, but are not limited to, Labor Management Relations meetings, safety committee meetings, negotiations, and preparations for actions such as Merit Systems Protection Board appeals and EEO discrimination claims.

29.2.1 Where travel to a location is necessary for representational activities consistent with the provisions of this Agreement, and government transportation is being provided to the location, the Union will be allowed access to the government transportation on a space-available basis and authorized official time for travel.

29.2.2 The use of official time, in accordance with this Agreement, will not adversely affect an employee's performance evaluation or promotion potential.

29.2.3 Alleged abuse of official time shall be brought to the attention of the Employer on a timely basis once the alleged abuse becomes known. The Employer will then discuss the matter with the Local President.

29.2.4 A pool of 1200 hours per year is presumed to be a reasonable amount of official time IAW Section 29.2.0. This number shall be adjusted yearly to an amount equivalent to 2.5 hours per bargaining unit employee as measured each year on the anniversary of the effective date of this agreement. The Union may distribute this time among its officers for handling of representational functions. Additional time may be requested through the Labor Relations Officer.

29.2.4.1 In addition to this pool of official time, the Local's treasurer/secretary will be granted four (4) hours per week to perform the duties of that function. Either position will be limited to three (3) hours per week. If positions are held by one person official time will be limited to three (3) hours.

29.2.4.2 This pool of hours cannot be rolled over into subsequent years. For purposes of this pool of hours, a year is defined as the 12-month period beginning each year on the effective date of this agreement.

29.2.4.3 All official time will be documented in the time and attendance system. The Union may request a copy of a report on official time use as recorded on the time and attendance cards.

29.3.0. Annual Leave for Union Representatives. An employee who is a steward or other Union representative will be granted annual leave or Leave Without Pay (LWOP) to attend internal Union functions which are not covered by Official Time as set forth in Article 5. Normally, an advanced notice of 7 workdays will be required and will be approved subject to workload considerations.

29.4.0 Union Sponsored Training. The Employer agrees to grant official time for Union representatives to attend Union sponsored training or other training determined to be of mutual benefit to the Employer and the Union. Administrative excusal for this purpose will cover portions of the training session as meets the foregoing criteria and normally will not exceed a bank of 250 hours annually for such training of Union representatives. Training under this section will generally cover such areas as contract administration, handling of statutory actions such as grievances and information related to Federal personnel/labor relations laws, regulations, and procedures. Training fees and per diem will be paid by the Union. Additional requests for training will be reviewed on a case by case basis. Official time granted under this section is in addition to the hours granted in Section 29.2.

29.4.1. Written requests shall include an agenda, names and duty locations of union officials attending, and an OPM Form 71 requesting administrative excusal signed by the union representatives and approved by their supervisor. The request and all the supporting documentation will be forwarded, within a reasonable period of time, to the CPO in advance of the training. In turn, the CPO will forward it to the appropriate management official for action within three (3) workdays of receipt. A copy of the approval letter, from the management official, will be attached to the OPM Form 71 for each approved individual for time keeping purposes. Official time may be used for travel to and from training. The Employer will respond to the request no later than five (5) workdays from the date it is made.

29.4.2. Official time for training will be approved except in cases where the absence of the employee or employees will significantly adversely impact the Employer's work requirements. When such a request for official time for training is disapproved for any reason, the reasons for such disapproval will be furnished to the representative who made the request and to the Union President at the time of disapproval.

29.4.3. When a new Union representative is designated, the Employer will permit the representative up to four (4) hours of official time to receive a Union representative orientation on the administration of the Agreement, no later than one (1) month from the date of designation. This time is over and the above the time authorized for training in

Section 29.2.0, above. Employees shall be authorized necessary time while on duty to prepare and participate in grievances, including individual or group grievances.

ARTICLE 30 - UNFAIR LABOR PRACTICES

30.1.0 Informal Unfair Labor Practice (ULP) Charge Procedure for the parties. The Employer and the Union agree that before either party files a formal ULP charge against the other with the Federal Labor Relations Authority (FLRA), the following procedure will be implemented in an honest attempt to settle the alleged ULP prior to third party intervention. The charge will identify the work center and the person or persons who allegedly committed the act. A charge filed with either party will include a proposed remedy that corrects the initial act and a solution that will preclude future occurrences.

30.1.1 If the Union is the charging party, the President or his/her designee will present the alleged ULP in writing to the Labor Relations Officer. In the event the Employer charges the Union with an alleged ULP, then the Labor Relations Officer will present the ULP in writing to the Union President.

30.1.2 From the date of receipt it is mutually agreed by the parties to withhold formally filing the alleged ULP for 22 duty days. Both parties agree to establish an inquiry team that will meet within 10 duty days to try to settle the alleged ULP.

30.1.3 If at the end of 22 duty days as defined in Section 30.1.2, no extension has been requested and granted, and no resolution or settlement has been agreed to, the charging party will then be free to file a formal charge with the FLRA.

30.2.0 In addition to the information required by Section 30.1, an inquiry team will be established and the team will consist of not more than three members including one Union representative, one Management representative, and one military member. Team members will not be assigned to the unit from which the charge is received and must not be named in the ULP. The inquiry team leader will be designated by the 28 MSG Commander and will be responsible for directing the fact-finding efforts and preparing a report of those findings. A reasonable amount of official duty time will be allowed as determined by the leader of the inquiry team.

30.3.0 Following completion of the joint fact-finding inquiry, the Civilian Personnel Officer, or designee, will meet with the Union President or designated representative in an attempt to determine if an adjustment is feasible. The meeting must take place within the ten (10) calendar day period following completion of the inquiry, or as a minimum, prior to the charging party filing a complaint with the FLRA.

30.4.0 Only the Union President or LRO may file a ULP with the FLRA concerning an alleged violation by or against either party.

ARTICLE 31 - GENERAL PROVISIONS

31.1.0 Charity drives will be conducted IAW AFI 36-3101.

31.2.0 Employer agrees to not encourage employees to use "privately owned vehicles" (POV) to accomplish job requirements. If the Employer requires the employee to use a POV, and the employee agrees, they will be paid comparable mileage as specified in the Joint Travel Resolution (JTR) (on a monthly basis). The employee will fill out mileage statements monthly, or as required, and forward them to their supervisor, who in turn will forward to appropriate agency for reimbursement.

31.3.0 The Employer and Union agree to actively support efforts to conserve materials and supplies; improve the quality of workmanship; encourage the submission of suggestions and cost reduction ideas; prevent accidents and strengthen and foster good relations among employees, the Employer, and the local community. The Union agrees that it will actively support the Air Force Fraud, Waste, and Abuse Program and those policies, practices, or procedures that increase individual productivity and efficiency of the Federal Service.

31.4.0 The Union agrees that it will not call or engage in a strike, work stoppage, slowdown, or picket the Employer in a labor-management dispute, or condone any such activity by failing to take affirmative action to prevent or stop it.

31.5.0 Computers shall be made available to all bargaining unit employees, on the shifts that they work, for official purposes.

ARTICLE 32 - CONTRACTING-OUT STUDIES

32.1.0 The Employer will notify the Union when a function within the Bargaining Unit is identified and approved for cost comparison or direct conversion contracting-out study. The Employer will provide a copy of the correspondence from higher authority approving the cost study.

32.2.0 Periodic briefings will be held between the Parties to provide the Union with information concerning the progress of contracting-out studies and projected impact on Employees.

32.3.0 The Employer will provide the Union with pertinent information concerning contracting-out studies as such information is approved for public release under governing directives. This information will include the invitation for bid (IFB) or request for proposal (RFP), abstract of bids, approved performance work statements (PWS) and changes, certified wage rates and cost studies, if prepared. The Union will be given the opportunity to participate in an advisory capacity on the PWS development team and/or AT development team (may not be the same individual serving on both teams to avoid firewall issues). Directly affected government personnel (and their representatives) may participate on the MEO team; however, to avoid any appearance of a conflict of interest, members of the MEO team (including, but not limited to, the ATO, HRA, advisors and consultants) shall not be members of the PWS team. In this capacity, union representatives may participate in the preparation and development of recommendations for the PWS, MEO, or AT until final management decisions are made. The Union President or designee shall normally be notified a minimum of two work days in advance of meetings affecting Bargaining Unit Employees such as: Performance Work Statements (PWS) and Most Efficient Organization (MEO), Employee briefings, and public bid openings and all other briefings or meetings regarding OMB Circular A-76 studies that are permitted Union participation by law, rule, or regulation until Management decisions are made.

32.4.0 The Employer will notify the Union when a site visit will be conducted for potential bidders of any function undergoing a commercial activities study, which contains Bargaining Unit Employees. A Union representative may attend the "walk through" held for potential bidders.

32.5.0 When employees are adversely affected by a decision to contract out, the Employer will make maximum effort to find available positions for Employees. If Employees are impacted by RIF, procedures in Article 25 will apply.

32.6.0 The Employer and the Union recognize the "right of first refusal" required by OMB Circular A-76. Employee rights under RIF will not be diminished by the declination of employment with the contractor unless employment is inconsistent with conflict of interest standards. The Agency may provide on-the-job training and as required, formal training for Employees reassigned as a result of contracting out.

32.7.0 Competitive Sourcing Overview, MEO Development, and PWS development training may be provided to the Union contingent upon funds and seat availability.

ARTICLE 33 - FIREFIGHTERS

The following provisions apply to firefighter employees. In addition, all other provisions of the agreement will apply.

33.1.0 The fire department is unique in nature and will adhere to AFIs and applicable government guidance where appropriate. In instances where AFIs or the LMA do not cover the fire department circumstances the department's *Management Plans (MPs) and Standard Operating Procedures (SOPs)* shall be followed.

33.2.0 It is understood that department personnel shall follow the guidance set forth in the Ellsworth AFB FD MPs and SOPs.

33.3.0 The fire service is ever changing and new requirements and needs arise. It is understood that as new needs are discovered the Union and Management will negotiate new requirements and additions to MPs in a timely manner.

ARTICLE 34 - CHILD DEVELOPMENT CENTER

The parties agree that civilian employees may use the Child Development Center Facilities, IAW AFI 34-248. If this causes undue strain on the facility, the Union will join management in an effort to resolve the problem.

ARTICLE 35 - TELEWORK

35.1.0 The Employer and the Union agree that telework arrangements may be utilized. Any telework arrangements established must meet OPM guidelines. At the option of the Employer, employees may voluntarily participate in the program. Before a telecommuting arrangement is established, the Employer and the employee will sign a formal agreement (other than short-term arrangements). The formal agreement may include such things as hours of work, equipment, and services provided by each party. 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; compliance with safety and security requirements will be determined by appropriate management officials. Although telework 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.

35.2.0 The Union will be notified when an employee requests telework arrangements (other than short-term arrangements). The Union may represent the employee when drafting the employee's telework agreement. The agreement may be reopened for modifications at any time by either party, unless otherwise stated in the agreement.

ARTICLE 36 - SECURITY FORCES

The following provisions apply to security forces employees. In addition, all other provisions of the agreement will apply.

36.1.0 The security forces is unique in nature and will adhere to AFIs and applicable government guidance where appropriate. In instances where AFIs or the LMA do not cover the security forces circumstances the department's *Management Plans (MPs) and Standard Operating Procedures (SOPs)* shall be followed.

36.2.0 It is understood that department personnel shall follow the guidance set forth in the Ellsworth AFB SFS MPs and SOPs as they are developed and established.

36.3.0 The security forces mission is ever changing and new requirements and needs arise. It is understood that as new needs are discovered the Union and Management will negotiate new requirements and additions to MPs in a timely manner.

ARTICLE 37 - FURLOUGHS

37.1.0 Furloughs *Furlough* under this part means the placement of an employee in a temporary non-duty and non-pay status for more than 30 consecutive calendar days, or more than 22 workdays if done on a discontinuous basis, but not more than 1 year. This section does not apply to seasonal employees who are placed in a nonduty, non-pay status.

37.1.1 Employer will provide notification/briefing(s) to Employees explaining extent of furlough, status of benefits and entitlements, and potential loss of automated allotment transactions.

37.2.0 Furloughs Due to Temporary Lapse of Appropriations *Furlough* under this part means the placement of an employee in a temporary nonduty and non-pay status for an indeterminate period pending Congressional appropriations actions. The customary 30-calendar day advance notice period and opportunity to answer may be suspended under the provisions of 5 CFR 752.404(d)(2).

The guidance in this section applies only in the absence of other applicable guidance from higher authority.

The CPO or designee will provide the Union President daily/regular updates upon request.

37.2.1 Employees who are furloughed during a lapse of appropriation may be retroactively paid and otherwise compensated to the extent permitted by law and regulation when appropriations are approved.

37.2.2 In the event of furlough due to lapse of appropriation, employees shall be given written notice of their individual furlough status prior to the probable date of furlough. Individual Employees may discuss furlough status with their supervisor, but determining said status remains a management right and is not grievable.

37.2.3 During a furlough, leave may be cancelled or denied, regardless of the furlough status of the employee. Employees who are not furloughed may have their leave cancelled and they may be required to report for duty on the next duty day.

37.2.4 Employees shall be briefed on rights and responsibilities, such as Unemployment Insurance Claims, status of health/medical insurance coverage, and loss of automated payroll payments.

37.2.5 Management shall develop procedures for notifying all employees of the end of the furlough. The Union will be notified of these procedures. Upon notification of the furlough's end, employees will be expected to return to work on their next regularly scheduled work day. Employees who are unable to return to work as scheduled shall

notify their immediate supervisor and may request leave in accordance with Article 15, Leave Procedures. Supervisors will make every effort to approve requested leave.

37.2.6 All suspension time line requirements will be extended equal to the number of days of the furlough unless otherwise required by law, to include Information and Implementation Notices, Grievances, LMA Agreement Secessions, Unfair Labor Practices, and other pending issues that involve the Union.

ARTICLE 38 - DURATION OF AGREEMENT

38.1.0 This Agreement shall become effective thirty calendar days after being signed by both parties unless disapproved by the Department of Defense (DoD) Civilian Personnel Management Service (CPMS) within thirty calendar days of signing and will remain in effect for three (3) years. However, except as otherwise provided in this agreement, either party may give written notice to the other not earlier than 105 calendar days and not later than 60 calendar days prior to each anniversary date of their desire to supplement this Agreement. Supplements will be limited to changes in applicable laws and regulations from higher authority which could affect Bargaining Unit employees, including court decisions and decisions of the Federal Labor Relations Authority, the General Council, the Federal Mediation and Conciliation Service, and the Federal Service Impasse Panel, when such changes are within the discretion of the Employer. Any supplements will remain in effect in accordance with the provisions of this Article.

38.2.0 It is agreed that this Agreement will be automatically renewed for an additional three (3) years unless either party gives written notice to the other, between 105 and 60 calendar days prior to the third anniversary, of the party's desire to renegotiate the Agreement. Such notice must be promptly acknowledged by the other party. If either party indicates the desire to renegotiate, modify, or otherwise change the provisions of the Agreement, during the aforesaid period, negotiations will normally commence not later than the 40th day prior to the third anniversary of the date the Agreement was signed. If a new Agreement is not completed prior to the expiration of the current Agreement, the current Agreement will remain in effect until such time a new Agreement is reached.

38.2.1 If Agreement is automatically renewed IAW section 38.2.0, agency may send Agreement for an agency head review IAW title 5 § 7114 commencing on the anniversary date of this agreement. If Agreement is found contrary to applicable law, rule, or regulation negotiations on article(s) and section(s) found contrary to applicable law, rule, or regulation will commence upon receipt of agency head review. Agency has thirty (30) calendar days from the anniversary date to conclude the agency head review IAW 5 § 7114 (c) (2) any article(s) or sections(s) found to be contrary to applicable law, rule, or regulation after the 30 calendar days will not be bargained unless there is mutual consent.

38.3.0 It is understood that this Agreement will terminate at any time it is determined that the local is no longer entitled to exclusive recognition under the law, or after such recognition has been relinquished.

38.4.0 This Agreement may be reopened for modification at any time by written mutual agreement of the parties.

38.5.0 It is understood that modifications to this Agreement may be necessary when required by law, rules, regulations, or policies issued by higher authority after the effective date of this Agreement. In this event, the parties will meet for the sole purpose of negotiating new language that will meet the requirements of such higher authority and no changes other than those required will be made.

Signature Page

The parties freely sign this agreement on this, 15th day of Mar 2017

FOR THE EMPLOYER

FOR THE UNION

Signed

Signed

GENTRY W. BOSWELL, Brig Gen (Sel), USAF
Commander, 28th Bomb Wing

DANIEL D. ELLEFSON
President, AFGE Local 2228

Date 15 March 2017

Date 15 March 2017

APPROVED: No exception to Regulations are intended or included.

Conditionally approved by the Department of Defense on April 14, 2017

Union Negotiation Team

Daniel Ellefson (Chief Negotiator)
Jason Kmiotek (2228 Vice President)
Thomas Thiele (Chief Steward)

Management Negotiation Team

Darren Newland (Chief Negotiator)
Capt Adam Stohler (28BW/JA)
Vance Schauer (Labor Relations Officer)

Signed

Coordinated with the LRO
Vance S. Schauer

APPENDIX 1 - DEFINITIONS

Definitions:

5-4/9 Compressed Schedule is an AWS in which an Employee works a combination of eight (8) days for nine (9) hours per day and one day for eight (8) hours during each 80 hour biweekly pay period. The starting and stopping times are not flexible.

4/10 Compressed Schedule is an AWS in which an Employee works four (4) days per week for ten (10) hours per day during each 80-hour biweekly pay period. The starting and stopping times are not flexible.

Absence without Leave (AWOL) is an absence from duty which was not authorized or for which leave has been denied. Neither the denial of leave nor the time and attendance reporting of AWOL is punitive, and neither means that the employee has insufficient reason for requesting leave. *Note:* Rather, it means that the employee's presence is required and that the reason for requesting it is not one for which leave must be approved. The employee's failure to honor the leave denial and the unauthorized absence may form the basis for disciplinary or adverse action. (see AFI 36-815, definitions)

Administrative workweek means any period of seven consecutive 24-hour periods designated in advance by the head of the Employer under 5 USC §6101.

Adverse Action – A removal, suspension, furlough for 30 calendar days or less, or reduction in grade or pay. These actions don't include those resulting from reduction in force. Adverse actions may or may not be for disciplinary reasons.

Adverse Employer Impact is the condition for which the Employer may cancel an alternative work schedule, or exclude some positions or employees from any particular alternative work schedule. Adverse Employer impact means a reduction of the productivity of the Employer, a diminished level of services furnished to the public by the Employer, or an increase in the cost of Employer operations (other than a reasonable administrative costs relating to the process of establishing a flexible or compressed schedule).

Alternative work schedule (AWS) means both flexible and compressed work schedules.

Basic work requirement means the number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off or time off as an award. For full-time employees, the basic work requirement is 80 hours per biweekly pay period. A part-time employee's basic work requirement is the number of hours the employee is scheduled to work in a biweekly pay period.

Biweekly pay period means the two-week period for which an employee is scheduled to perform work.

Compressed work schedule (CWS) means: (1) in the case of a full-time employee, an 80-hour biweekly basic work requirement that is scheduled by the Employer for less than ten (10) workdays; and (2) in the case of a part-time employee, a biweekly basic work requirement of less than 80 hours that is scheduled by the Employer for less than ten (10) workdays and that may require the employee to work for than eight (8) hours in a day.

Core hours means the time periods during the workday, workweek or pay period that are within the tour of duty during which an employee covered by a flexible work schedule is required to be present for work.

Counseling – A non-disciplinary method of providing information, instruction, guidance, advice, assistance, or encouragement. Don't confuse counseling with oral admonishment, which is disciplinary.

Credit hours means any hours within a flexible work schedule which are in excess of an employee's basic work requirement and which the employee elects to work so as to vary the length of a workweek or a workday.

Douglas Factors – refers to Factors in Penalty Selection listed in AFI 36-704, paragraph 32.2, Specifically, this paragraph states “Some of the factors that may be relevant in selecting the appropriate penalty are listed at paragraphs 32.2.1. through 32.2.12. Not all of the factors will be relevant in every case and others may be relevant in particular cases. Selection of an appropriate penalty (including a reprimand) involves a responsible balancing of the relevant factors based on the individual case. Some of the relevant factors may weigh in the employee's favor while others may not or may even cause management to view the situation as more serious and deserving of a more severe penalty than originally thought. When selecting a penalty, supervisors and managers consider the following factors:

32.2.1. The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated.

32.2.2. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position.

32.2.3. The employee's past disciplinary record.

32.2.4. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability.

32.2.5. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's ability to perform assigned duties.

32.2.6. The consistency of the penalty with those imposed upon other employees for the same or similar offenses in like or similar circumstances.

32.2.7. The consistency of the penalty with the Guide to Disciplinary Actions ([Attachment 3](#)).

32.2.8. The notoriety of the offense or its impact upon the reputation of the Air Force.

32.2.9. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question.

32.2.10. The potential for the employee's rehabilitation.

32.2.11. The mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter.

32.2.12. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.”

Employer – Dept. of the Air Force, Ellsworth AFB

Flexible hours (or “flexible time bands”) means the times during the workday, workweek or pay period within the tour of duty during which an employee covered by a flexible work schedule may choose to vary his or her times of arrival to and departure from the work site consistent with the duties and requirements of the position.

Flexible work schedule (FWS) means a work schedule established under 5 USC §6122 that: (1) in the case of a full-time employee, has an 80-hour biweekly basic work requirement that allows an employee to determine his or her own schedule within the limits set by this agreement; and (2) in the case of a part-time employee, has a biweekly basic work requirement of less than 80 hours that allows an employee to determine his or her own schedule within the limits set by this Agreement.

Flexitour means a type of flexible schedule in which an employee is allowed to select starting and stopping times within the flexible hours. Once selected, the hours are fixed until the next opportunity to select different starting and stopping times under this Agreement.

Formal Discussion – Discussion between one or more representatives of the Agency and one or more employees in the unit concerning any grievance or any personnel policy or practice or other general condition of employment.

Furlough – A non-disciplinary action placing an employee in a temporary nonduty and non-pay status because of lack of work or funds or for other non-disciplinary reasons. A furlough is an adverse action if it is for a period of 30 calendar days or less. A furlough for not more than 30 calendar days is a reduction-in-force action covered by 5 CFR Part 351.

Gliding Schedule means a type of flexible work schedule in which a full-time employee has a basic work requirement of eight (8) hours in each day and 40 hours in each week, may select a starting and stopping time each day, and may change starting and stopping times daily within the established flexible hours.

Individual Development Plan (IDP) is a written plan outlining the training and progress of an employee new to an organization work-site or for which the documentation of an employee's training and progress is desired.

Maxiflex Schedule means a type of flexible work schedule that may contain core hours in fewer than ten (10) workdays in the biweekly pay, and in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established by this Agreement.

Oral Admonishment – A disciplinary discussion between a management official who has authority to take disciplinary action and an employee subject to that authority in which the employee is informed that he or she has been disciplined by receipt of an oral admonishment. It is a disciplinary action which is not an adverse action.

Rating official - The person responsible for informing the employee of the duties of his or her position, establishing performance standards, providing feedback, appraising performance, and assigning the performance rating. Normally, this is the employees' immediate supervisor.

Service Computation Date - Service computation date will be as reflected on the Leave and Earnings Statement unless stated otherwise.

Tour of duty means the hours of a day and the days of an administrative workweek that constitute an employee's regularly scheduled administrative workweek. Tour of duty under a *flexible work schedule* means the limits set by this Agreement within which an employee must complete his or her basic work requirement. Under a *compressed work schedule* or other *fixed schedule*, tour of duty is synonymous with basic work requirement.

Union – American Federation of Government Employees (AFGE), AFL-CIO Local 2228.

Variable Day Schedule means a type of flexible work schedule containing core hours on each workday in the week, and in which a full-time employee has a basic work requirement of 40 hours each week of the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday within the week within the limits established in this Agreement.

Variable Week Schedule means the type of flexible work schedule containing core hours on each workday in the biweekly pay period, and in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established in this Agreement.

Weingarten Rights In 1975 the United States Supreme Court in the case of *NLRB v. J. Weingarten, Inc.* 420 U.S. 251 (1975) upheld a National Labor Relations Board (NLRB) decision that employees have a right to union representation at investigatory interviews. These rights have become known as the **Weingarten Rights**.

During an investigatory interview, the Supreme Court ruled that the following rules apply:

Rule 1: The employee must make a clear request for union representation before or during the interview. The employee cannot be punished for making this request.

Rule 2: After the employee makes the request, the employer must choose from among three options:

- grant the request and delay questioning until the union representative arrives and (prior to the interview continuing) the representative has a chance to consult privately with the employee;
- deny the request and end the interview immediately; or
- give the employee a clear choice between having the interview without representation, or ending the interview.

Rule 3: If the employer denies the request for union representation, and continues to ask questions, it commits an [unfair labor practice](#) and the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.

Common Links:

- | | |
|---|---|
| 1 Air Force Portal | https://www.my.af.mil/ |
| 2 MyPers | https://mypers.af.mil/app/login/redirect/home |
| 3. Automated Time Attendance and Production System (ATAAPS) | https://af.ataaps.csd.disa.mil/ |
| 4. MyPay | https://mypay.dfas.mil/mypay.aspx |
| 5. OPM | https://www.opm.gov/ |
| 6. Federal Labor Relations Authority (FLRA) | https://www.flra.gov/ |
| 7. Office of Personnel Management eOPF | https://eopf1.nbc.gov/usaf/ |
| 8. United States Department of Labor | https://www.dol.gov/ |
| 9. Occupational Safety and Health Administration | https://www.osha.gov/ |
| 10. American Federation of Government Employees (AFGE) | https://www.afge.org/ |
| 11. AFGE 8 th District | https://www.afge.org/district8 |