

Negotiated Agreement

Between

The Air Reserve Personnel Center

And

***The American Federation of
Government Employees
Local #2040***

Date: 5 September 2014

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PREAMBLE

This Agreement is made in compliance with Chapter 71 of Title 5, U.S. Code, hereinafter referred to as the Statute or the Act between the Air Reserve Personnel Center and the American Federation of Government Employees. This Agreement was achieved through cooperative, interest-based negotiations. The Partners began by acknowledging their mutual interest in, and commitment to, the accomplishment of the mission of the Air Reserve Personnel Center, its products and its long-term health and viability, including the welfare of its employees. Traditional styles of position-based bargaining and posturing were replaced by a more collaborative and creative process designed to explore common interests and concerns. We recognize that dedicated, professional, concerned, and satisfied employees are necessary for providing effective and ever-improving products and services. We seek to foster partnership and cooperation in our workplace. The Partners recognize that improved working conditions may enhance the employee's quality of life and further a productive and progressive labor relations process. Our intent is that the process of trust and mutual respect by which this Agreement was forged sets an example for others. We will promote a simple and just means for resolving disputes and misunderstandings, provide an effective mechanism for articulating employee concerns, and foster open and effective communication. Our intent is to maintain a safe, healthy, and quality workplace by creating an atmosphere where people are treated fairly and equitably. We will work together to accomplish the mission with respect for one another. With the foregoing in mind, the Partners do enter into the following Agreement.

*Note: *References of “supervisor” throughout this agreement are synonymous with “Employer or its designated representatives” except where explicitly differentiated.*

ARTICLE 1 INTRODUCTION

SECTION A. General: The Employer and the Union agree to support one another and to work as partners. This accord is grounded in a shared interest in delivering the highest quality products and services at the lowest possible cost to the American public. Both parties are committed to improving customer service, efficiency, quality of work life, and military readiness. This will be achieved by mutual cooperation, employee empowerment, and organizational teamwork.

SECTION B. Time: References to days throughout this Agreement refer to calendar days, whether stated as "days" or "calendar days", unless specifically referred to as "work days".

SECTION C. Partnering: The Employer and Union will work together with a common focus. In order to realize full potential, we must recognize that a sound relationship is built upon the following principles:

1. The mission must come first.
2. All members of the work force are valued and respected and their privacy and confidence must be protected.
3. The focus is on common interests and shared problems rather than on exclusive rights and conflicting positions.
4. Union involvement and informed employees add value to the quality of decisions.
5. Workplace decisions are made through mutual cooperation with shared accountability. The Partners agree to treat each other with trust, respect, and appreciation.
6. The Commander and the Union have the responsibility and authority to establish a Labor Management Partnership Committee and appoint its members. The Committee will:
 - a. Establish a framework and environment for Labor-Management relations and collective bargaining;
 - b. Inform all managers and employees of the Agreement;
 - c. Meet upon request of either Party;
 - d. Use a cooperative, interest-based approach to resolve issues and problems;
 - e. Use Alternative Dispute Resolution techniques, if appropriate;
 - f. Take action to achieve the goals and objectives of this Agreement.

ARTICLE 2
UNIT OF RECOGNITION

The Unit, AFGE Local 2040, is comprised of: All civilian personnel in the Denver, Colorado, metropolitan area employed by the U.S. Air Force for the Air Reserve Personnel Center but EXCLUDING all Management Officials, supervisors, professionals, and employees engaged in federal civilian personnel work in other than a purely clerical capacity.

ARTICLE 3 EMPLOYEE RIGHTS

SECTION A. PURPOSE: This section sets forth the rights and responsibilities of employees covered by the collective bargaining agreement. In an atmosphere of mutual respect, 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 irrespective of the work performed or grade assigned. Employees also have the right to manage their private lives, personal welfare and personal beliefs without interference, coercion or discrimination by Management or the Union, except as restricted by laws, regulations, or job responsibilities.

1. Right to join and assist the Union.

2. Under 5 USC 7102, each employee shall have the right, freely and without fear of penalty or reprisal, to form, join, or assist any labor organization or to refrain from any such activity. Employees cannot be denied this right based on race, color, religion, sex, national origin, age, or disability.

3. The right to assist the Union extends to participation in the management of the Union when duly elected or appointed as a Union official. The right to assist also encompasses acting for the Union in the capacity of a representative, including presentation of the union's views to officials of the Executive Branch, the Congress, or any other appropriate authorities.

4. The right to assist the union includes the right to engage in collective bargaining through designated representatives on behalf of the bargaining unit employees.

5. Right to Representation

a. If an employee wishes to discuss a representational matter with a Union representative, the employee shall, upon request, have the right to contact and meet with a designated Union representative on duty time. If it is necessary for the employee to leave the building/work area to meet with the representative, the employee will be released from duties unless there is a pressing mission requirement.

b. When the manager calls a meeting, and is aware that the meeting may result in disciplinary action, the manager will inform the employee of the general purpose of the meeting at the time of notification of the meeting.

c. An employee has a personal right to representation and the Union shall be given the opportunity to be represented at any examination (i.e., questioning) of an employee by a representative of the Agency in connection with an investigation if the employee reasonably believes that the questioning may result in disciplinary action against the employee and the employee requests representation, in accordance with 5 U.S.C. 71 14(a)(2)(B), commonly called "Weingarten Right." The Agency will annually inform employees, supervisors and managers of this right.

d. The Union has an independent right, separate from the employee's right, to be present in any formal discussion, i.e., grievance meeting, conditions of work, etc. See Article 5, Union Rights.

SECTION B. WHISTLE BLOWER PROTECTION: Consistent with the Whistleblower Protection Act, currently codified at 5 USC 2302(B)(8), employees shall be protected against reprisal of any nature for the disclosure of information not prohibited by law or Executive Order which the employee reasonably believes evidences a violation of law, rule or regulation, or evidences gross mismanagement, a gross waste of funds, an abuse of authority, or substantial and specific danger to public or employee health or safety. The Employer will annually notify employees about their rights under the Whistle Blower Protection Act. If training on the Whistle Blower Protection Act is required, employees will be provided duty time to complete it.

SECTION C. PERSONAL RIGHTS:

1. All employees and managers shall be treated fairly and equitably in all aspects of personnel management with proper regard and protection of their privacy and constitutional rights including the right to present their views to Congress, the Executive Branch, or other authorities and to otherwise exercise their First Amendment rights without fear of penalty or reprisal.
2. Employees and managers are expected to comply with reasonable standards of professional conduct.
3. If an employee is to be served with a warrant or subpoena, it will be done in private to the extent it is within Management's control.
4. No employee will be disciplined or retaliated against solely as a result of carrying out the lawful instructions of a management official with real or apparent authority. If there is disagreement between the employee and the supervisor or other management official the employee has a right to ask for clarification under Section C of this section. The refusal to obey an unlawful order will not subject the employee to disciplinary or adverse action.
5. An employee's decision to resign or retire (if eligible for optional retirement) shall be made freely and in accordance with prevailing government-wide regulations.
6. Unless otherwise defined, seniority as used in this Agreement means computed time for an employee's Service Computation Date (SCD)
7. Family and Medical Leave Act (FMLA). FMLA is an Act that requires employers to provide covered employees (those who have completed at least 12 months of service (not required to be consecutive)) up to a total of 12 administrative workweeks of job protected, unpaid leave during any 12-month period to attend to a serious health condition or to assist a family member with a serious health condition. Eligible employees may invoke this right at their option. Employees and/or their supervisor should contact the Civilian Personnel Office for more information.
8. Timely and Proper Compensation: The employee is entitled to timely receipt of all wages

earned by the employee for the applicable pay period. Employees are responsible for reviewing their earnings and leave statements prior to notifying their managers of any unexplained changes. Employees are responsible for arranging for the timely repayment of overpayment. Where employees have been overpaid, the Agency will advise employees of the procedures available and provide the necessary forms for filing a request for waiver of all overpayment of pay received in good faith.

9. Voluntary Activities: The parties agree that employee participation in the Combined Federal Campaign, Blood Donor Drives, Bond Campaigns or other worthy projects will be on a voluntary basis. This does not preclude giving general publicity and encouragement to employees to contribute. Participation or non-participation will not advantage or disadvantage employees.

10. An employee may ask for clarification of an instruction or guidance through the supervisory chain, management official, or ARPC legal office without fear of adverse action for asking for such clarification.

SECTION D. EMPLOYEES' CONCERNS:

1. Employees have the right, and will be encouraged to bring matters of personal concern regarding conditions of employment to the attention of the appropriate Employer or Union representatives at the lowest level capable of resolving the matter.

2. To the extent possible, the Employer and the Union will assure privacy during an investigatory interview and confidentiality of investigative records.

ARTICLE 4 EMPLOYER RIGHTS

SECTION A. MANAGEMENT RIGHTS (5 U.S.C. SECTION 7106). Nothing in this Agreement will affect the authority of any management official of ARPC:

1. To determine the mission, budget, organization, number of employees, and internal security practices of the agency;
2. To hire, assign, direct, lay off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or to take other disciplinary action against such employees;
3. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
4. With respect to filling positions, to make selections for appointments from:
 - a. among properly ranked and certified candidates for promotion;
 - b. from any other appropriate source;
5. To take whatever actions may be necessary to carry out the agency mission during emergencies.

SECTION B. PERMISSIBLE BARGAINING. 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 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;
3. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

SECTION C. MANAGEMENT ADVISORS. The Employer will be afforded the opportunity to request representation be present at formal meetings (see Attachment 1 for definition of formal meetings or discussions).

ARTICLE 5 UNION RIGHTS

SECTION A. RECOGNITION OF UNION REPRESENTATIVES:

1. The Employer will recognize the duly elected officers, and a reasonable number of appointed stewards, as well as those individuals designated by the Union to be local or national representatives. If the Union appoints/elects new stewards or officers, the Employer (through the Labor Relations Officer at 460 FSS/FSMC) will be notified in writing, within ten days of such appointment/election. Only those Union officials that have been officially appointed, in writing, will be recognized by the Employer. The Union may maintain a current roster of representatives in the space allocated for Union use on appropriate bulletin boards.
2. The President of the Union is the point of contact for all issues and/or correspondence relating to this Agreement. The President will delegate such actions as they deem appropriate. Management may include other Union officials in correspondence.
3. As the sole and exclusive representative, the Union is entitled to act for and to negotiate agreements covering all employees in the bargaining unit. The Union is responsible for representing the interests of all employees in the bargaining unit.

SECTION B. Representational Functions are consistent with 5 U.S.C.7114. The request for a Union representative may come from a unit employee, a Management official, or may arise from a condition where a Union representative would be appropriate in accordance with the provisions of this Labor Agreement.

SECTION C. OFFICIAL TIME:

1. Official time for Union representatives shall be administered in accordance with 5 USC Chapter 71, "The Federal Service Labor Management Relations Statute" as amended, and this agreement.
2. The purpose of official time is to provide Union officials time in which to perform representational activities including statutory responsibilities during normal working hours, without charge to annual leave. This Article provides an equitable process for the allocation and approval of official time and recognizes that the appropriate use of official time benefits both Management and Labor.
 - a. Prepare and present grievances at any step of the negotiated grievance procedure;
 - b. Appear as a witness in any step of the grievance;
 - c. Prepare and represent an employee or the Union in an arbitration hearing;
 - d. Appear as a witness in an arbitration hearing;

- e. Prepare for and attend meetings scheduled by management for which a Union representative would be appropriate
- f. Represent the Union in formal discussions between bargaining unit employees and management involving personnel policies, practices, working conditions, or grievances,
- g. Investigate and prepare Union and employee grievances and appeals;
- h. Assist an employee when designated as his/her representative in preparing a response to a proposed disciplinary action;
- i. Prepare responses to management; initiated correspondence to the Union;
- j. Assist an employee in preparing a response to any personnel action resulting from a directed fitness for duty examination;
- k. Maintain financial records in support of and prepare reports that are required of the Union by federal agencies;
- l. Participate in bargaining over changes in working conditions of bargaining unit employees which occur during the term of this Agreement.
- m. Reasonable and necessary travel time, as would be permitted for Employer, to accomplish official duties.
- n. Act as a representative of the Union in lobbying Members of Congress or their staff regarding desired legislation affecting the conditions of employment of employees.

3. Official time is prohibited for any activities performed by any employee relating to the internal business of the Union including, but not limited to, the solicitation of membership, campaigning for office, election of Union officials, partisan political activities or collection of dues.

SECTION D. RELEASE PROCEDURES FOR OFFICIAL TIME USE:

- 1. Supervisors will release union representatives to perform representative duties upon mutually agreed release time. Ordinary workload will not normally preclude the release of Union officials under this section. The union official will be given time to inform any bargaining unit employees involved in the delay.
- 2. When the Union representative needs to leave the work site and their supervisor is temporarily absent from the site, as a courtesy and for immediate convenience, the representative will notify the immediate supervisor or next level supervisor(s).
- 3. Upon entering a work area, other than their own, to meet with an employee, the representative will advise the immediate supervisor of their presence, the employee to be

contacted, and the estimated duration of the meeting.

4. On occasion, discussions between the Union representative and the employee may take longer than originally anticipated. In these cases, both may contact their supervisory chain of command to notify them of the need to extend the anticipated return time.

5. Employees will be given a reasonable amount of duty time to meet with their Union representative to discuss matters covered by law, rule, regulation, or Agency policies related to working conditions, or this Agreement. The employee will notify their supervisor of the need to meet with a Union representative during duty hours.

SECTION E. Employees who are selected to serve in the capacity of AFGE officers or representatives, who require absence from the job, may be granted either annual leave or leave without pay for the periods. Upon Agency approval, that AFGE officer or representative may take annual leave, if accrued, or Leave Without Pay, at their option.

SECTION F. TRAINING:

1. Official time will be made available to the union every year for the purpose of Union officers and representatives attending labor relations training or other training related to employees conditions of employment, determined to be of mutual benefit to the Employer and the Union. The parties agree that training under this section is generally of mutual benefit when it cover such areas such as contract administration, handling of statutory action such as grievance handling, and information related to federal personnel/labor relations laws, regulations, and procedures.

2. Written requests, including an agenda, will be forwarded by the Union President, or designee, with a reasonable period of time in advance of the training to the Labor Relations representative who will coordinate with the immediate supervisor and will respond to the requestor within a reasonable amount of time.

3. Official time for training will be approved except in cases where the absence of the employee or employees will have a significant adverse impact on the Employer's work requirements. When a request for official time for training is disapproved for any reason, the reasons for such disapproval will be furnished to the Union President or designee, at the time disapproval. The Union President or designee will be given the opportunity to appeal to the Director or Commander of the agency under the Alternate Dispute Resolution (ADR) guidelines.

4. Union representatives will be invited to attend seminars, workshops, conferences, or training sessions designed to acquaint supervisors, managers, and employees with the Employee Assistance Program (EAP) and its operation.

5. Union representatives will document their use of official time in the timekeeping system to include the total time used and the purpose of the absence.

SECTION G. FORMAL MEETINGS: The Union shall be given the opportunity to be present at any formal discussion between management and one or more employees concerning any grievance or any personnel policy or practices or other general condition of employment.

1. A formal discussion is one where there is a dialog between management and the bargaining unit employee regarding the above referenced topics. A formal discussion usually:

a. Has been scheduled

b. Has an agenda and recording of minutes or a memorandum for record is compiled

2. The Union representative may ask questions related to matters under discussion, make relevant remarks concerning those matters, and state the Union's position.

SECTION H. BARGAINING UNIT LISTS:

1. Once per calendar year, the Employer will provide the local union, in an existing automated database, a listing of bargaining unit employees by name, Service Computation Date (SCD), job title, series, grade, organizational structure ID, office symbol, and BUS Code.

2. Once per calendar year, the Employer will provide the local union, in an existing automated database, a listing of all (bargaining and non-bargaining unit) employees by name, job title, series, organizational structure ID, office symbol, and BUS Code.

ARTICLE 6 HEALTH AND SAFETY

SECTION A. The Employer will provide a reasonably safe and healthy place for the employees, and comply with all applicable laws and regulations. The Employer will take prompt and appropriate action to correct any unsafe/unhealthy conditions or action reported or observed. Employees are encouraged to report unsafe/unhealthy conditions to their supervisors.

SECTION B. The Employer will provide required safety devices and equipment. Employees will use approved and available safety devices and equipment, comply with safety instructions, and report on-the-job injuries promptly to their supervisors.

SECTION C. The Union will actively support health and safety practices among its membership. The Union's representative will be responsible for presenting the views of the Union on safety policies. A Union safety representative may be given the opportunity to accompany the Employer's Safety Officer on inspections and will be given results of all safety inspections.

SECTION D. The Employer will consider reasonable accommodations for those employees who are impaired to a degree that they can no longer perform the duties of their current positions; providing the employee the employee submit satisfactory medical documentation supporting their request. Employer will make reasonable accommodations, which may include one or more of the following actions (after considering rights under Workers' Compensation):

1. Detail employees for a short period of time to duties that they can perform without harm to themselves or other employees.
2. Authorize sick leave, annual leave, or leave without pay to allow employees to improve to the physical requirements of their current positions.
3. Modify the current position, providing accommodation so that the employee can perform the essential functions of the job.
4. Reassign in grade or change employees to a lower-graded position that they can perform without harm to themselves or other employees.
5. Counsel employees regarding retirement options if they meet the minimum requirements.
6. Separate employee.

ARTICLE 7 SMOKING POLICY

SECTION A. The Employer and the Union agree that a smoke-free environment is in the best interest of the health and safety of all employees. Accordingly, smoking will only be allowed in designated smoking areas arranged by the 460th Civil Engineering Squadron.

SECTION B. The smoking preference of employees will not be determined or be a consideration in promotion and hiring practices. Employees will be advised of the smoking provisions.

SECTION C. Employees will be allowed reasonable official duty time to attend an Employer-approved smoking cessation or similar type program.

SECTION D. Employees will be allowed reasonable smoking breaks at the supervisor's discretion.

ARTICLE 8 EMPLOYEE ASSISTANCE PROGRAM

SECTION A. GENERAL:

1. The Union and the Employer will cooperate fully to assist employees with personal problems that could affect their job performance. This assistance may include referral to the Employee Assistance Program (EAP).
2. We will work together to promote employee assistance programs designed to assist employees and their families with drug and/or alcohol abuse and emotional or other personal problems that affect job performance.
3. Personal privacy and confidentiality, except where excluded by law, must be protected for employees seeking counseling assistance consistent with applicable directives,

SECTION B. USE OF LEAVE UNDER THE PROGRAM:

1. Employees will be allowed duty time, as determined necessary by the counselor, and approved by the supervisor, for counseling sessions during the assessment and referral phase of rehabilitation. Absences during duty hours for rehabilitation or treatment must be charged to the appropriate leave category in accordance with leave regulations. Employees attending sessions during duty hours for any phase of rehabilitation must advise their supervisors of scheduled appointments.
2. Leave of any type used by an employee for the purpose of seeking counseling under the EAP may not be used in any adverse or disciplinary action taken against the employee.

SECTION C. EMPLOYEE RIGHTS AND RESPONSIBILITIES:

1. Employees may voluntarily seek counseling, referral, and information from the EAP on a confidential basis.
2. The confidentiality of medical/counseling records of all employees will be preserved in accordance with the Privacy Act and other applicable laws and directives.
3. No employee will have job security; performance rating, proficiency rating, or promotion opportunities jeopardized, or are subject to disciplinary action, adverse action or major adverse action, solely because of a request for counselling or referral assistance.

SECTION D. EMPLOYER RESPONSIBILITIES:

1. The parties recognize that the EAP is designed to deal with a range of problems at an early stage when the situation is more likely to be correctable. If an employee requires assistance under the EAP and participates in the EAP, the responsible supervisory official

must weigh this fact in determining appropriate disciplinary and adverse action, should such action become necessary.

2. Managers and supervisors should advise employees of the services available in the program.

3. Supervisors are responsible to direct employees who appear to be experiencing personal problems which are affecting their conduct and/or performance to an initial appointment with the EAP. EAP is a voluntary program and no employee will be required to participate or be penalized for merely declining referral to EAP services. However, employees who do not comply with standards may be subject to disciplinary actions.

SECTION E. EAP PUBLICITY. Employer will provide Employees EAP awareness/information upon being hired, annually, and/or as needed.

ARTICLE 9 SENIORITY

SECTION A. MEANING OF SENIORITY. Seniority will be based on total Federal service time credited by service computation date (SCD) for all Title V employees. The Employer will create and maintain a seniority list based on SCD.

SECTION B. USE OF SENIORITY: Seniority will be used:

1. To apply to non-regulatory applications, including but not limited to shift bids, vacations, days off, overtime, etc.
2. As a tiebreaker, when necessary.
3. To set up rotations, if necessary.

ARTICLE 10 IMPACT AND IMPLEMENTATION BARGAINING

SECTION A. IMPACT & IMPLEMENTATION (I&I) BARGAINING. The Union will be provided the opportunity to negotiate conditions of employment, i.e., personnel policies, practices, and matters whether established by rule, regulation, or otherwise affecting working conditions (5 U.S.C.7106 and 7114(b)).

1. Conditions subject to I&I Bargaining (not all inclusive):
 - a. How policy is implemented
 - b. How technology is implemented
 - c. Methods for performing work
 - d. Tours of Duty/Work Schedules
 - e. Appropriate arrangements for employees adversely affected by the exercise of any authority taken within the provisions of "management rights" by management officials
2. Conditions not subject to I&I Bargaining (not all inclusive):
 - a. Decision to hire, retain or layoff an employee
 - b. Decision to discipline an employee
 - c. Decision to assign work
 - d. Decision to make selections for appointments
 - e. Decision to take whatever actions are necessary to carry out the Agency's mission during emergencies.

SECTION B. PROVISIONS FOR I&I BARGAINING: Prior to implementation of any change that is subject to I&I bargaining, the LRO (460 FSS-Civilian Personnel Section) will, in writing, notify the Union of the proposed change and ask whether the Union desires I&I Bargaining. The Union will have ten (10) work days after receipt of this written notice to request I&I Bargaining. Failure by the Union to request I&I Bargaining within this period will be deemed a waiver by the Union. If the Union timely requests I&I Bargaining, the Parties will negotiate a schedule for initial Union proposals, any initial Employer counter-proposals, and negotiation meetings. Pending completion of negotiations, including resolution of any impasse by the Federal Service Impasses Panel, the Employer will not implement the proposed change unless earlier is required or authorized by law.

SECTION C. PARTNERING IN CONTRACT EXECUTION: Nothing in this article will prevent the Parties from meeting to resolve questions of contractual intent whenever questions arise.

ARTICLE 11 PERSONNEL RECORDS

SECTION A. OFFICIAL RECORDS:

1. No personnel record may be collected, maintained, or retained except in accordance with law, government-wide regulation, and this Agreement. All personnel records are confidential, shall be known or viewed by officials only with a legitimate administrative need to know, and must be retained in a secure location.

2. Employees and/or their authorized, representatives who have been so authorized in writing have the right to exam any of their personnel records. The employee has the right to a reasonable amount of duty time to examine, prepare and enter into the record employment related information, including a response to material placed in such records.

SECTION B. ELECTRONIC OFFICIAL PERSONNEL FILE: Employees will have access to all documents within their Electronic Official Personnel File (eOPF). The eOPF is maintained at the Office of Personnel Management (OPM), accessed online.

SECTION C. SUPERVISOR RECORD OF EMPLOYEE (SRE):

1. The employer's designated representative in the employee's supervisory chain of command maintains a supervisor/employee work folder which contains an AF Form 971 (employee brief), personnel actions (SF 50s), training and other documentation concerning the employee's employment with that supervisor. An employee, or their representative, designated in writing, may review their supervisor/employee work folder.

2. Except as specifically authorized by this Agreement, the employee's supervisor employee work folder is the only authorized file for records which may be maintained on the employee other than the OPF. This provision does not apply to records necessitated by Americans with Disability Act, i.e., other medical documentation, reasonable accommodation requests, etc.

3. The employer's designated representative in the supervisory chain of command will give employees an opportunity to discuss and initial all comments entered on the supplemental portion of the AF Form 971 upon entry. The employee's initials indicate only that the employee is aware of such entries; employee's initials do not indicate concurrence or non-concurrence with such entries. In the event the employee refuses to initial the comments, the supervisor will annotate the employee's refusal on the form. Upon request, employees will be provided a copy of any material contained in their supervisor employee work folder.

4. Access to an employee's supervisor employee work folder by the employee, and/or the authorized representative, will normally be granted within two working days of the request. Grievance time limits should be stayed in the event it takes more than four working days from the date of the employee's request for the relevant records to be provided to the

employee.

5. Any discipline decision documents will be maintained in accordance with applicable directives and regulation (see Article 23, Discipline and Adverse Actions). If an action concerning an employee is reversed, either informally or formally, any pertinent notation relative to the action on the AF Form 971 will be deleted and the employee advised of the deletion.

ARTICLE 12 POSITION DESCRIPTIONS AND CLASSIFICATION

SECTION A. Position descriptions will be kept current and will be based upon the principle duties and responsibilities assigned to each position. All identical positions within the same organizational unit will normally be covered by the same position description. Any changes in the position description will be discussed with the employee by the supervisor. Employees and the Union will be furnished a copy of changed position descriptions 30 days prior to implementation or as soon as administratively possible. Employees will be advised to make approved pen and ink changes to their copy of the position description.

SECTION B. Employees in the unit who feel their positions are improperly classified must first consult with their supervisors for clarification. Should the supervisor be unable to resolve employee's questions, the employees may request an interview with the Air Force Personnel Center Classification Specialist and their supervisor about the basis of their position classification and may be accompanied by a Union representative. Should this fail to resolve the employees' questions, the employees will be advised that they may file a classification appeal under appropriate directives.

SECTION C. If employees wish to file a classification appeal, they may consult with the Civilian Personnel Office and, if desired, be accompanied by a representative of their choice.

SECTION D. If the term " performs other duties as assigned" (or similar wording) is used in the position description, it will normally mean tasks, which are reasonably related to the position and are of an incidental nature. Duties unrelated to the position may be assigned on an infrequent basis to accomplish the work of the Agency. We agree that the right to assign duties unrelated to the position will not be abused and duties clearly outside of the position description should be voluntary. Employees should be able to discontinue voluntary duties at any time without reprisal. The Employer will consider the employee's qualifications when making such assignments.

ARTICLE 13 TRAINING

SECTION A. GENERAL PROVISIONS:

1. The Employer and the Union agree that Employee training and development is important in carrying out the mission. In recognition of this, the Employer is responsible for ensuring that all Employees receive the training necessary to perform their assigned duties. To the greatest extent possible, the Employer will provide training and career development opportunities to Employees of the bargaining unit.
2. The Employer and the Union recognize that each Employee is responsible for applying effort, time, and initiative in increasing his or her potential value through self-development and training. The Employer and the Union agree to encourage Employees to take maximum advantage of training and education opportunities which will add to the skills and qualifications needed to increase their efficiency.
3. The parties agree that there may be reorganization, technological changes, RIFs, or other major actions which could have an impact on job security. In recognition of this, the Employer will make every effort to provide training which would allow Employees to move into existing or projected vacancies, consistent with budget and staffing restrictions.

SECTION B. IDENTIFICATION OF TRAINING NEEDS:

1. The Union will partner with the Employer on bargaining unit Employees' training needs and make recommendations regarding training and career development programs.
2. In collaboration with the Employer, the Union may address training issues such as:
 - a. Orientation sessions for new Employees;
 - b. In-service or on-the-job training to improve the Employees' capability to perform their current jobs;
 - c. Training for career enhancement;
 - d. Cross-training and rotational assignments;
 - e. Upward mobility
3. When Employees are reassigned to new positions or assigned new duties in connection with their current positions, the Employer will provide the training necessary to enable Employees to perform all required duties.
4. The Employer and Union will work together to establish a fair and equitable Workforce Development Program to assist Employees in developing professional goals, strengths and

skill enhancement. To the greatest extent possible and with Employee partnership, the Employer and Union will provide an administrative mechanism for planning and executing a Workforce Development Program to include:

- a. Employee profiles
- b. Career Goals
- c. Development Objectives
- d. Training and Development Opportunities
- e. Employee Commitment
- f. Supervisor / Mentor Commitment

SECTION C. TRAINING COSTS:

1. The Employer will pay all expenses, including tuition and travel, in connection with training required by the Employer to perform the duties of an Employee's current position or a position to which an Employee has been assigned.
2. Depending upon the availability of funds and training priorities, the Employer will also pay appropriate expenses for work-related training that will:
 - a. Improve an Employee's ability to perform his/her current job or a job the Employee has been selected to fill through merit promotion;
 - b. Increase an Employee's knowledge or skills in connection with career growth or advancement opportunities; or,
3. When resources for training are limited, approval for training funds will be based on fair criteria that are equitably applied.

SECTION D. SCHEDULING TRAINING:

1. When training required by the Employer is conducted during an Employee's regularly scheduled work hours, he or she will be granted excused absence to attend.
2. When training is approved under Section C. paragraph 2. of this article, the Employer will make a good faith effort to grant excused absences from work or make schedule adjustments to accommodate an Employee's training or educational program.

SECTION E. TRAINING INFORMATION:

1. The Employer and Union shall inform Employees when notified of the availability, about

training opportunities, policies, and nomination procedures. Upon request, the Employer will advise individual Employees of training opportunities that meet identified educational or career objectives.

2. The Employer will maintain up-to-date information about training courses, programs, and seminars conducted or sponsored by the Employer or available from some other source. This information shall be accessible to Employees and publicized in such a way as to provide adequate notice to interested Employees.

SECTION F. TRAINING RECORDS:

1. Supervisors will identify training requirements according to the Employee's assigned duties and applied standards using approved training forms.

2. Training will be recorded on the supervisor's record of the Employee and filed in his/her official personnel folder. The record will be made available to the Employee upon request.

3. Training received will be considered complete when the Supervisor / Trainer and the Employee are satisfied that the Employee has met the established standard for the task. Recorded training will be of a consistent format; i.e.: start date, end date, supervisor / trainer and Employee's initials throughout the functional area.

SECTION G. NOTIFICATION OF TRAINING REQUESTS: Employees will be notified of approval or disapproval of training requests as soon as possible but in every case within a reasonable period prior to the starting date of the training. Should an Employee's request for training be disapproved solely for lack of funds, the Employee may resubmit a request for training as funds become available. That request will be given first consideration but may be disapproved due to higher training priorities. If not selected for training, the Employee will be notified of the reasons.

SECTION H. EDUCATIONAL PROGRAMS AND CONTINUING EDUCATION:

1. Employees are encouraged to seek opportunities for self-development. The 460 FSS, Force Development Section, manages continuing education programs through the Education office.

2. When an employee is engaged in a voluntary educational program, but the course will benefit the mission, the employee may request a work schedule to accommodate course attendance. (5 CFR 610.122). Approval will not obligate the Employer to pay premium pay (night differential, etc.) and is based on mission necessity.

SECTION I. TUITION SUPPORT: Employees will be informed of tuition assistance opportunities. The opportunity to request as well as the selection process will be publicized and implemented in a fair and equitable manner. The Union and Employer will partner in the development of employee selection criteria within the funding limitations.

ARTICLE 14 TELEWORK

SECTION A. GENERAL:

1. The Employer and the Union jointly recognize the mutual benefits of a flexible workplace program to the Agency and its employees. Telework is a Quality of Life program intended to enhance morale and provide work/life flexibilities. Telework supports the commitment to workforce efficiency, emergency preparedness, and quality of life by enabling employees to perform the essential functions of their job from a telework site (generally an employee's residence). Some benefits of working from a telework site are continuity of operations in inclement weather, decrease of commuting time, and savings in transportation expense.
2. Telework will be applied impartially and consistently as a work-force flexibility. Positions and the nature of duties assigned are the determining factor on whether or not positions are identified as eligible for telework. Employees assigned to eligible telework positions will not be required to telework; however may elect to telework. Employees may not telework until they have accomplished the required training, have a signed telework agreement and are provided the equipment required to perform their duties.
3. The parties agree that the application of standards of all personnel programs (performance management, awards, discipline, etc.) will be applied consistently to all employees regardless of their designated duty location (traditional work site or telework site).

SECTION B. EMPLOYEE ELIGIBILITY CRITERIA: If employees meet the criteria for telework, the Employer may approve their participation in telework arrangements in accordance with applicable law and this article. Agency officials are responsible for determining which positions are appropriate for telework arrangements, consistent with labor relations obligations. The guidelines for approving telework arrangements are based on, but not limited to, the following:

1. Work activities to be performed at an Alternate Duty Site (ADS) must be portable (may be performed away from the traditional worksite, either in whole or in part, and can be evaluated by the supervisor);
2. The position's contact with other employees, the supervisor or manager, and serviced population is predictable and normally scheduled and can otherwise be accomplished via telephone or video-conferencing;
3. The technology needed to perform work offsite must be available;
4. Employees may be linked electronically to the traditional office location by computer or may simply take work to the ADS, requiring no computer;
5. Privacy Act materials, evidence, or sensitive documents (hard copy or electronic) may be

accessed remotely, provided the employee agrees to protect government records from unauthorized disclosure or damage and will comply with the requirements of the Privacy Act and all other applicable federal laws and government-wide regulations and other applicable ARPC Policies and Directives

6. The employee volunteered (or concurred with the supervisor's recommendation) to perform work at the ADS;

7. Employees recently assigned or newly appointed will be allowed to telework when they have met the minimum requirements, volunteered and have their supervisor's recommendation.

8. The ADS must have a workspace suitable to perform work, utilities adequate for installing equipment, and space that is free from interruptions and provides reasonable security and protection of government property.

9. The employee is willing to sign and abide by DD Form 2946, *DoD Telework Agreement* concerning participation in the Telework Program.

SECTION C. FURNITURE AND EQUIPMENT: The Agency will allow each employee on telework to use an assigned Agency computer at the employee's ADS. The Agency will not provide anything other than a government furnished computer unless approved by the ARPC/CV or designated representative and specifically outlined in the employee's telework agreement.

SECTION D. HOURS OF WORK AND LEAVE:

1. The work schedule, and telework schedule; e.g. number of days each week, pay period, or month an employee will work at a telework site, will vary depending on the individual arrangement made between the employee and the supervisor.

2. Employees performing work at the telework site are subject to the same maximum workday limits as they would be if they were performing work at their official duty station, consistent with Articles 16 and 17 of this Agreement

3. Employees performing work at the alternate worksite will follow established procedures for requesting and obtaining approval of leave, consistent with Articles 18 and 19 of this Agreement.

SECTION E. PAY ISSUES:

1. Employees will be notified by the Agency of any issues that would affect their current pay, i.e., change in locality pay, prior to accepting a telework arrangement. This will be annotated on the DD form 2946.

2. The governing rules, regulations, and policies concerning attendance, leave, premium pay

and overtime provisions are unchanged by participation in telework. Hours of duty must be addressed in telework agreements. Over time will be consistent with Article 17 of this Agreement.

SECTION F. TEMPORARY RECALL FROM ADS:

1. Employees who are on duty may be required to report to their Traditional Work Site for previously scheduled training, conferences, other meetings, or to perform work on a short term basis that cannot otherwise be performed at the ADS or accomplished via telephone or other reasonable alternative methods.
2. Employees may also be required to report to their ODS for valid operational needs to perform agency work which cannot otherwise be performed on another workday, at the ADS, via telephone, or other reasonable alternative methods. In such cases, employees will be provided reasonable advance notice and be provided a reasonable time to report.
3. When requiring an employee to report on short notice, the employee's needs will be considered along with the reason for the change in work location.

SECTION G. REMOVAL FROM PROGRAM:

1. A supervisor may remove an employee from the Telework Program based on the employee's failure to adhere to the requirements specified in the Telework Program Agreement and/or a decline in overall performance below the fully successful level. Normally, employees will not be removed from participation for single, minor infractions of Telework Program requirements. Supervisors will counsel employees about specific concerns as soon as possible after observation as well as provide recommended corrective action before terminating a telework agreement. The counseling will be confirmed in writing by annotating the AF Form 971. When a decision is made to remove an employee from the Telework Program, the employee must be given written notice indicating the reason(s) for removal. The employee may reapply for Telework Program participation 30 calendar days after removal from the program, provided that his/her performance is at least fully successful and there are no other disqualifying factors in accordance with the Telework Enhancement Act of 2010.
2. Any time an employee believes they need to permanently or temporarily return to work in the ODS, the employee will normally provide their supervisor with advance notice of the needed change, except in emergency situations. Employees returning to the ODS in these circumstances must recognize that the equipment and workstations that are made available by the Agency may not immediately be the same as the ones they had prior to participating in the Telework Program. The Agency is expected to provide the employee a complete work area equal or similar to that of others in their occupation in their assigned work area within a reasonable timeframe.

SECTION H. PROBLEMS AFFECTING WORK PERFORMANCE: Employees will promptly inform supervisors whenever any problems arise which adversely affect their ability to perform

work at the ADS. Examples could include situations such as equipment failure, power outages, telecommunications difficulties, etc.

SECTION I. EMERGENCY SITUATIONS:

1. Mission-Essential employees:

a. Mission-critical employees shall telework on a regular basis to ensure their proficiency and telework's proficiency and telework's effectiveness in continuing operations in the event of an emergency.

b. Employees who perform mission-critical duties may be required to work from home or an alternate worksite, such as a telework center, during an emergency situation. The telework agreement will for these employees will address telework location and work expectations to include a description of duties to be performed during an emergency if different than normal duties.

c. Mission-critical employees may be required to work on a day in which the organization is closed, for instance when the base is closed due to extreme weather conditions. These employees who are unable to work during this period of time due to personal situations must request leave appropriate for those situations.

2. Non Mission-Essential Employees:

a. Employees approved for regular or situational telework who are not able to report to their assigned office location due to office closure or dismissal due to extreme weather or other emergency are required to telework each regularly scheduled work day when the capability to telework is available at the alternate worksite. If this capability does not exist (they do not have their laptop, cannot access required files, etc.) they will be excused consistent with other non-telework employees but must contact their supervisor to inform them of the inability to work.

b. If the worksite office is open and other circumstances prevent the employee from teleworking, the employee may report to the traditional worksite or request leave as practicable and approved by the supervisor.

c. Any requirement that a telework employee continue to work during office closure or early dismissal must be included in the employee's DD Form 2946, DoD Telework Agreement.

SECTION J. EVALUATION OF PROGRAM: The parties agree to meet six months after the implementation of this Agreement, or as needed, to assess any concerns relevant to employees working at their residence such as availability of laptop computers.

ARTICLE 15 EQUAL EMPLOYMENT OPPORTUNITY

SECTION A. SHARED RESPONSIBILITY: The Employer and the Union affirm their commitment to the policy of providing equal employment opportunities to all employees and to prohibit discrimination because of race, color, religion, sex, sexual orientation, national origin, age or disabling condition. Additionally, the Parties agree that sexual harassment will not be tolerated.

SECTION B. MANAGEMENT COMMITMENT: The Employer's Equal Employment Opportunity (EEO) Program shall be designed to promote equal employment opportunity in every aspect of the Agency's personnel policy and practice in accordance with applicable law and government-wide rules and regulations. The program shall include, but not be limited to, the following:

1. Providing reasonable job accommodation for qualified disabled employees.
2. Reviewing selection processes and staffing procedures to identify those which are inconsistent with governing Federal EEO rules and regulations and taking corrective actions consistent with such rules and regulations in those instances where adverse EEO impacts are found.
3. Procedures that allow for the redesigning of jobs, where feasible and desirable, and which do not create an undue hardship to achieve the Department's mission to utilize to the maximum extent possible the present skills of qualified disabled employees.
4. Making reasonable accommodations for the religious needs of employees when such accommodations can be made without undue hardship to the Agency's mission.
5. Commitment to the prevention of sexual harassment and other harassment that leads to the creation of a hostile work environment.
6. Affirmative Employment Plan(s).

SECTION C. PERSONNEL ACTIONS AND EMPLOYMENT PRACTICES:

1. Personnel actions and employment practices involving employees in the bargaining unit will be consistent with the law and the terms of this contract.
2. Work-related activities, facilities and services operated and sponsored by the Employer will not be segregated and their use will not be determined by race, sex, color, age, national origin, sexual orientation, physical and/or mental disability.

SECTION D. EEO COMPLAINTS AND EMPLOYEE RIGHTS TO REPRESENTATION:

1. The employer will expeditiously consider and adjudicate individual or class action complaints of discrimination filed through the agency administrative appeals procedure. The employer will attempt to bring about informal resolutions of complaints and matters related to affirmative action programs which come to the attention of both parties.
2. Persons who allege discrimination or who participate in the processing of such complaints will be free from restraint, interference, coercion, discrimination or reprisal.
3. A complainant has the right to be accompanied, represented, and advised by a representative of his/her choice during counseling or at any stage of the complaint procedure.

SECTION E. AFFIRMATIVE EMPLOYMENT: The Employer will comply with all Air Force Affirmative Employment mandates. The Employer shall ensure that where there are situations of underrepresentation, targeted recruitment and development plans will be implemented. The parties are encouraged to jointly develop Affirmative Employment Plans.

ARTICLE 16 HOURS OF WORK

SECTION A. WORK HOURS. Each work day begins no earlier than 0600 and ending no later than 1800. Lunch periods are between 1100 - 1300, or as appropriate to the employee's individual work schedule. All employees are authorized two 15 minute paid breaks, one in the morning and one in the afternoon. Breaks cannot be consolidated for the purpose of shortening the work day. If an employee must work through a break due to work load requirements, they will be given a break at the earliest reasonable time.

SECTION B. ACCOUNTABILITY: Employees must be present for work during their elected and approved work schedule, unless in a leave status or authorized absence.

SECTION C. WORK SCHEDULES: Employees will develop a regular schedule with their supervisors to ensure work center stability. Employees, with supervisor's approval, may work one of the following work schedules:

1. Standard Gliding Schedule: 8 hours per day, 5 days per week; the start, stop and lunch times are flexible and must comply with Section A and B.
2. Compressed Work Schedule 5-4/9; 9 hours per day for 8 days; 1 day for 8 hours and 1 day off during the pay period; start and stop times are fixed and must comply with Sections A and B.
3. Compressed Work Schedule 4/10: 10 Hours per day, 4 days per week and 1 day off each week. Start and stop times are fixed and must comply with Sections A and B.
4. Employees on a Gliding Schedule will coordinate any schedule deviations from their regular schedule, which may not require a leave status, with their supervisor.

SECTION D. BREAK PERIODS: An employee may request a lunch period, but are not required to take a lunch period. A supervisor must grant at least a 30 minute lunch period if requested by the employee and can grant more if so requested by the employee. The lunch period is free from work and unpaid; which doesn't count toward hours worked.

SECTION E. MISSION NEEDS: Mission needs may require Management to exempt an employee or work section from participation in Alternate Work Schedule (AWS). ARPC directors and supervisors will determine the manpower and schedule requirements consistent with mission needs. Required schedule changes will be filled by volunteers first. If there are no volunteers who wish to change their schedule or not enough volunteers, unfilled requirements will be filled through reverse seniority (Article 9). The Union will be notified in advance of any Management directed schedule changes per Article 10, I&I Bargaining.

SECTION F. CREDIT HOURS: Employees working a Standard Gliding Schedule may earn credit hours with prior supervisor approval, during non-overtime hours (0600 - 1800) when the start and/or stop time exceed 8 hours per day. Credit hours are at the election of the employee,

with supervisor's approval, and shall not be utilized to avoid the payment or fair distribution of overtime; overtime is directed and approved in advance. A maximum of 24 credit hours may be carried over from pay period to pay period. Any earned credit hours in excess of 24 hours may not be carried forward into the next pay period and will be forfeited.

ARTICLE 17 OVERTIME

SECTION A. PROVISIONS: Overtime and compensatory time must be directed and approved by the supervisor before overtime work is performed. Factors that will be considered include the nature of the work, the need for special skills, the priority of the work to be accomplished and the number of employees required. Opportunity for overtime assignments, including work on holidays, will be distributed and rotated equitably among those qualified employees according to seniority as follows:

1. First consideration for overtime will be given to those employees assigned to the job who volunteer and are under the supervisor or supervisors having the work performed.
2. If there are not enough volunteers within the work-center for the required overtime work, the Union will partner with the supervisor in finding volunteers (usually within 72 hours) outside the work center who are qualified to perform the overtime work. Volunteers will be selected based on seniority. (See Article 9).
3. When requirements cannot be filled by qualified volunteers, management reserves the right to require mandatory overtime.
4. The Agency will provide the Union with a list of bargaining unit employees generally to include PP-SRS-GRD, Organizational Structure ID and SCD as needed.

SECTION B. CATEGORIES OF OVERTIME: There are 2 categories of overtime, scheduled and Unscheduled:

1. Scheduled overtime is programmed in advance of a known requirement. Employees and the Union will be notified a minimum of 72 hours in advance of the work start time.
2. Unscheduled overtime is not known in advance. Affected employees will be notified a minimum of 4 hours prior to the end of the work shift or soon as reasonably possible in the event of an emergency.

SECTION C. COMPENSATORY TIME: Compensatory time off may be granted at the request of an employee in lieu of overtime pay on a basis of time earned for time off. Employees earning a salary greater than that of a GS-10, Step 10 may be directed to be compensated in the form of compensatory time. Compensatory time may be earned and used in 15 minute increments. Compensatory time is separate from credit hours.

ARTICLE 18 ANNUAL LEAVE

SECTION A. Annual leave is an employee entitlement. Consistent with the needs of the Employer, annual leave, which is requested in advance, will be approved. Leave will be denied only when it would affect mission accomplishment and never as a form of discipline.

SECTION B. ANNUAL LEAVE PROCEDURES:

1. In response to a request by the Employer, the employee will submit a proposed annual leave schedule during January of each year for the full leave year.
2. If a decision to alter, cancel, or deny such scheduled leave is made, the supervisor and the employee concerned will discuss the matter and determine, at the lowest level, if the changes will interfere with the function of the work center and other employees projected leave.
3. Should the need arise to cancel or deny an employee's requested or scheduled leave due to an unforeseen or emergency situation, the Employer will notify the employee as soon as possible of the problem in writing
4. If no conflict arises, the supervisor will approve the changes.
5. If the employee and supervisor cannot come to a consensus, they will discuss the matter with the next-level supervisor and union representative, if requested.
6. Disputes between employees of common skill and grade, where mission requirements allow, will be resolved by granting the vacation time to the employee with the most seniority as defined in this Agreement.
7. When an employee with an approved vacation schedule transfers to another work center, the new supervisor will schedule the employee's annual leave, giving consideration to the desires of the employee, the leave scheduled by other employees in the new work center and the requirements of that work center. If the employee's original schedule can be accommodated in the new work center without disruption to the scheduled leave of other employees, it will be honored in the new work center.
8. Unscheduled annual leave should be submitted a minimum of 24 hours prior to the desired leave dated, unless an emergency arises. If the requested leave does not interfere with the function of the work center and other employees, the leave will be approved. If an emergency arises, the Employee should contact (by phone or email) their supervisor or next-line supervisor as soon as possible. Emergency leave should be approved regardless of current leave requests and should be the shortest reasonable period to resolve the emergency.

SECTION C. Restricting leave approval. If a director or other similar Agency official,

determines that peak workloads preclude all but emergency leave in a portion of the year, that period of time will be the shortest time possible. The director or appropriate Agency official will consult with the Union regarding the need for and duration of any restriction. The Employer will make every effort to make these periods of leave restriction predictable, absent an emergency, as to avoid hardship to the Employee. Emergency Leave will be approved if sufficiently justified.

ARTICLE 19 SICK LEAVE

SECTION A. Sick leave is a qualified right of the employee for the employee's use or to care for immediate family members. Employees will earn sick leave in accordance with applicable statutes and regulations. Employees may utilize sick leave in 15 minute increments. Employees may not be charged sick leave without their consent.

SECTION B. Approval of sick leave will be granted to employees:

1. When they are incapacitated for the performance of their duties as a result of physical or mental illness, injury, pregnancy, or childbirth;
2. To receive medical, dental, optical or surgical examination or treatment;
3. Would, as determined by a health care provider or other health authority having jurisdiction, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease;
4. Who are required to care for or otherwise attend to a family member having an illness, injury, communicable disease, or other condition which, if an employee had such a condition, would justify the use of sick leave by the employee. Note: Limitations on the number of hours or accrued sick leave full- and part-time employees may use in connection with the care of family members is found in 5 CFR 630.401.
5. To make arrangements for or attend the funeral of a family member, or when suffering from bereavement caused by the death of a close relative or equivalent [see paragraph 4 above].

SECTION C. REQUEST IN ADVANCE: Employees should schedule non-emergency medical, dental, optical, psychological or alcohol/drug counseling appointments in advance as much as possible and should request sick leave for such appointments during duty hours in advance.

SECTION D. IMMEDIATE NEED: If the need for leave cannot be anticipated, the Employee should contact their supervisor or next-line supervisor as soon as possible. In the event the employee is unable to make the call, someone else may make it on their behalf.

SECTION E. MEDICAL DOCUMENTATION: Employees will normally not be required to furnish administratively acceptable evidence to substantiate a request for approval of sick leave for 3 consecutive work days or less. However, employees may be required to furnish administratively acceptable evidence to substantiate a period of absence greater than three consecutive workdays. When medical documentation is required:

1. Where the Agency 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 Agency 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 only to the ADA representative in the CPS. 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 a written requirement to furnish acceptable documentation for each subsequent absence due to illness or incapacitation for duty, regardless of duration. Employees with a chronic medical condition, which necessitates absences, are encouraged to invoke their FMLA rights (see Article 3).

2. When abuse of sick leave is substantiated, or when the Agency determines it is necessary, a medical certificate or satisfactory evidence of incapacity for duty may be required to substantiate sick leave for any duration. The leave restriction notice will describe the frequency, patterns or circumstances which led to its issuance, and will specify the termination date of the leave restriction. At the end of the stated period, the Agency will review the employee's situation and will notify the employee in writing if the leave restriction is no longer in effect. Restrictions may be renewed if there are reasonable grounds to believe that the abuse is continuing.

SECTION F. Advanced Sick Leave. Employees who are incapacitated for the performance of duties because of serious disability or ailment may request advance sick leave not to exceed 240 hours in accordance with 5 C.F.R. 630.402.

ARTICLE 20 PERFORMANCE MANAGEMENT

SECTION A. Purpose: The goal of the performance management program is to have frequent dynamic feedback from the supervisor to the employee and from the employee to the supervisor. Performance management helps with the productivity of the workplace. Feedback enables employees to understand the Employers expectations of them. It also identifies areas of exemplary performance and development opportunities in areas where the employee needs to improve their performance. With this information, employees have the information necessary to improve their job performance and stay motivated.

SECTION B. Performance Expectations:

1. The supervisor will meet with the employee at the beginning of the rating period and ensure the employee understands the job performance elements and job performance standards, has a copy of the elements and standards, and has a current copy of their position description.
2. When the performance standards are revised, a copy will be given to the employee.
3. Appraisals will not be backdated. If an appraisal cannot be performed on time, the supervisor will notify the employee. This notification will include an explanation for the late appraisal.

SECTION C. FORMAL FEEDBACK:

1. At a minimum, an initial, face-to-face feedback will be conducted at the beginning of the appraisal cycle and a semi-annual feedback will be conducted at the midpoint of the appraisal cycle. The initial feedback will be documented on the core document and/or an AF Form 860, Performance Plan, when needed. The mid-term feedback will be documented on the AF Form 860B (*Civilian Progress Review Worksheet*). The feedback documentation is required to be given and acknowledged by the employee. The original documents will be filed in the supervisor/employee folder (971), a copy will be provided to the employee.
2. The purpose of an employee's feedback is to provide a fair and equitable framework for honest feedback and open two-way communication between employees and their supervisors. The supervisor and employee should use this opportunity to review the elements and standards for the employee's annual performance rating. Feedback should include:
 - a. A summary and overall assessment of how work has gone over the assessment period.
 - b. Identify goals that have been met and/or exceeded and those where additional effort may be required.
 - c. Determine whether the employee's job description and competencies accurately reflect the reality of the position, and make updates as necessary.

- d. Identify performance, achievement and/or development goals for the rating period.
- e. The employee has an opportunity to provide input before the review is finalized.

3. When a supervisor determines that an employee's performance is "Unacceptable", the supervisor will use an informal feedback to inform the employee of what is needed to bring their performance to the "Acceptable" level. If the employee continues to underperform, the supervisor will discuss the performance issues with the employee and document on an AF Form 860B. If the performance issues continue, and the supervisor determines it is necessary, assistance will be sought from the Civilian Personnel Section on the implementation of a formal Performance Improvement Plan (PIP).

4. At a minimum the PIP will include the standard(s) not being met, specific examples of those standards, what the employee needs to do within an objective, obtainable accomplishment to show improvement, what assistance will be provided to the employee during the opportunity period, and the length of the opportunity period (usually 60 – 90 days). The supervisor will develop a Performance Improvement Plan, in writing, and include whatever measures the supervisor determines are necessary to bring the employee's performance up to the "Acceptable" level. Any improvement plan that is developed will provide for, as appropriate, counseling, training, and guidance, prior to considering initiation of adverse action.

5. Ongoing communication between the employee and the supervisor is highly encouraged throughout the performance rating cycle. The employee may request feedback more often than semi-annually from their supervisor. The supervisor is obligated, per this agreement, to provide the feedback within 30 calendar days and document it on AF Form 860B.

SECTION D. INFORMAL FEEDBACK: Informal feedback often consists of conversations between the supervisor and the employee. These sessions occur on a more regular basis than formal feedback sessions. This form of feedback gives the employee an immediate sense of job performance and can help with employee motivation and accountability. Informal feedback may be documented on the 971 contained in the supervisor/employee work folder.

SECTION E. FEEDBACK TOOLS:

1. Call Monitoring: Call monitoring's primary purpose is to provide feedback to improve an Employee's customer service skills while ensuring that complete and accurate information is provided. Call monitoring systems will not be used for employee timekeeping. However, it may be used to address disciplinary issues (Article 23) as well as used to support recognition for superior performance.

- a. Supervisory and Quality Assurance personnel may conduct live or recorded random call monitoring for employees who routinely interact with customers on the telephone.

- b. The Employer and the Union will partner to develop a checklist(s) that will be used for the call monitoring feedback process to ensure employees are assessed fairly against their peers within their immediate work area. The feedback checklist is used to determine if the

employee has mastered all the skills and knowledge required to deliver excellence on the phone. At a minimum the form will list job knowledge skills, listening skills and verbal skills.

c. Per Article 11 of this agreement supervisors will post all call monitoring feedback checklists to the employee's supplemental portion of the AF Form 971. Employees will have an opportunity to initial all comments entered on the checklist.

d. Call monitoring systems will not be used for employee timekeeping.

2. Transaction logging systems: Logging systems like Right Now Technologies may also be used to provide feedback to employees. The processes described in paragraph 1 above for call monitoring can also be used by supervisors to provide feedback to employees. Transaction logging systems will not be used for employee timekeeping.

SECTION F. RATING OF RECORD:

1. At the end of the annual rating period, the supervisor's evaluation will consider factors beyond the control of the employee that may have caused the employee not to achieve a specific performance level (e.g., extended illnesses, long-term training, TDY, etc.).

2. Consideration will be given to supervisor-approved voluntary activities that support the Employer. Employees will be rated only on the actual time spent functioning against their performance standards.

3. Ratings of record remain in effect until replaced by another rating of record. Normally, all annual ratings will be effective on the same date, unless an early annual rating or an extension of that rating is required.

4. In cases where the rating period has been extended, a memo indicating the reason for and length of the extension must be prepared by the supervisor and given to the employee. A copy will also be forwarded to the Civilian Personnel Office.

ARTICLE 21 PROMOTIONS

SECTION A. POLICY: It is the Employer's policy to fill all positions with the best-qualified individuals available and to ensure all employees have an opportunity to develop and advance to their full potential. All vacancies will be filled on the basis of merit and job-related experience factors. All actions under this Article will be made without discrimination based on race, color, religion, sex, sexual orientation, national origin, membership or non-membership in an employee organization or Union, and age or non-disqualifying physical/mental handicap.

SECTION B. SCOPE: This Article encompasses all non-supervisory general schedule employees of the Employer, if not excluded by law. The provisions of this section apply when filling Title V positions under applicable directives and regulations. When a position is filled by promotion, competitive procedures will be applied except when non-competitive promotion actions are authorized under appropriate directives. Non-competitive promotion actions will be subject to the supervisor's recommendation and the employee meeting the minimum OPM standards or other legal or regulatory requirements. Some of the exceptions include, but are not limited to:

1. A promotion to a position upgrade by classification, and the reason for upgrading the position is without significant change in duties and responsibilities or classification error on new or revised standards.
2. A promotion to a position upgraded by classification and the reason for upgrading is reconstitution of the position into a successor position with clearly and solely identifiable duties of the former position and there are no other employees serving in similar or identical positions to which the duties could be assigned.
3. A promotion from a position of known promotion potential to a position originally identified as the target position to which the employee would advance without competition or which represents the full performance level of a career ladder and competitive procedures were fully applied at the time of placement into the position of known promotion potential, and all competitors were informed that selection for the entry position could lead to promotion without further competition.
4. A promotion to a position to which an employee was detailed for training or evaluation and the employee was selected for detail under full competitive procedures (including the normal area of consideration) and all competitors were informed that the detail could lead to promotion without further competition.
5. A promotion of an employee who may have noncompetitive promotion eligibility as a previously downgraded employee.
6. A promotion of an employee who is entitled by RIF regulations to the position under the representative rate rules.

SECTION C. INTERVIEW PROCESS:

1. Except as provided in Section B, any candidate may be selected. If the hiring official conducts interviews, all internal ARPC candidates will be interviewed. Management will inform the Union when interviews are not conducted. Interview questions will directly relate to the Knowledge, Skills and Abilities articulated in the job announcement. Interviews can be conducted face-to-face or by telephone. If the interview schedule changes, the selecting supervisor will contact the candidate to reschedule the interview. If the candidate cannot be present for an interview at the specified interview time, the candidate must contact the selecting supervisor to reschedule the interview.
2. Selection of employees of the installation is encouraged unless candidates outside the commuting area or non-Air Force candidates are clearly better qualified for the position vacancy.
3. Normally, hiring officials have 15 calendar days to review resumes, conduct interviews, make a selection, and return the Merit Promotion Certificate to the Air Force Personnel Center. Written justification must be made to the Civilian Personnel Office for extension if selection has not been made from a certificate within 15 calendar days after receipt of the certificate. Normally, the extension can only be granted once for a period of 10 calendar days.

SECTION D. NOTIFICATION: Individuals referred will be notified of selection or non-selection, if they identify the request to be notified on the USA Jobs web site. Promotions will be effected no later than the first day of the pay period following one (1) full pay period after the pay period in which the employee has been selected for the new position. An unsuccessful candidate may, upon request to the selecting official, be informed how the selected candidate was the best qualified for the position and the reason that they were not selected. This provides an opportunity for feedback which will help the employee modify their candidate status to be considered more favorable. If the request is in writing, the reply will be in writing.

SECTION E. TEMPORARY PROMOTIONS: Temporary promotions are used to meet a situation requiring the temporary services of an employee in a higher graded position. An employee can be non-competitively temporarily promoted for up to one hundred twenty (120) days or less. The employee must meet all regulatory and qualification requirements. The supervisor will submit SF Form 52 to the CPO prior to the proposed effective date of the temporary promotion. Any prior service under details to higher-graded positions or temporary promotions to higher-graded positions during the preceding twelve (12) months will count toward the one hundred twenty (120)-day non-competitive limitation. Temporary promotions that enhance qualifications may be rotated among qualified employees.

SECTION F. A detail of more than one hundred twenty (120) days to a higher-graded position, or to one with known promotion potential, must be made under competitive promotion procedures. The employee must meet all regulatory and qualification requirements (see Section B, paragraph d).

ARTICLE 22 DETAILS

SECTION A. Assignments that enhance qualifications or offer promotion possibilities will be rotated among qualified employees under the detailing supervisor. An employee may only be noncompetitively temporarily promoted or detailed to a higher graded position for a period not to exceed 120 days during a 12 month period.

SECTION B. Requests for details over 30 days will be prepared on the Standard Form 52 and contain the reasons for the detail. The employee will be given a copy of the approved Standard Form 50 and the detail position's description, if available, or a summary of the major duties.

SECTION C. All details of more than 30 days will be made a matter of record in an employee's official personnel folder. The experience gained on a detail may be used as appropriate in making qualification determinations.

SECTION D. Details of 5 days or more will be noted on employee's Supervisor's Employee Record File. Upon request, this information will be made available to employees so they may document cumulative details and forward it for inclusion in their Official Personnel Folders. Employees may submit appropriate documentation through their supervisors and receive assistance from the supervisors to describe the duties performed while on detail. Documentation must have at least 30 days accumulated detail time before submission.

ARTICLE 23 DISCIPLINARY AND ADVERSE ACTIONS

SECTION A. Maintaining discipline is not a problem in a working environment where reasonable rules and standards of conduct and performance are clearly communicated and consistently enforced. Supervisors should set an example in aspects of conduct and performance. All discipline will be administered in private and in such a manner as to not embarrass the Employee. Disciplinary actions against all Employees, including probationary Employees, must be consistent with applicable laws and regulations, should be rehabilitative in nature, and be fair and equitable. The intent of constructive discipline is employee development; considering individual situations and delivered with respect. It is dependent upon open communication and a mutual trust between the Supervisor and Employee. It is fostered and sustained by firm, just, and decisive leadership, and consistently fair and equitable treatment of all Employees.

SECTION B. ADMINISTERING DISCIPLINE:

1. The disciplining official will consider whether the penalty is fair, equitable, and no more severe than that which sincere judgment; indicates is required to correct the attitude or conduct of the employee or to correct the situation. This provision will not prevent the Employer from taking any appropriate action but will require prior consideration of these factors. All actions taken under this Article will be initiated in the most expeditious manner and in accordance with the provisions of appropriate regulations.
2. Union representative will be allowed to be present during any examination, interview, or questioning of the Employee by a representative of the Air Force (including local Security Forces) if the Employee requests representation, and the Employee reasonably believes disciplinary action may be taken against them. (See Article 3)
3. Employees have the right to respond to any allegation or actions taken against them. Copies of written disciplinary actions and proposals affecting Employees will be provided the Union by the Employer upon request when the Employees designate the Union to represent them in writing.

SECTION C. Disciplinary and adverse actions will be processed in accordance with the provisions of this article, except where they differ with the law. In that case, the law will prevail.

SECTION D. The Employer may informally discuss with an employee, if available, the basis for any disciplinary or adverse action. This discussion and careful consideration of the employee's views will take place before the Employer issues any written notice of proposed disciplinary or adverse action. The notice of proposed disciplinary or adverse action will inform the employee of their right to Union representation. Counseling on unfavorable or adverse situations will be conducted in private

SECTION E. The following procedures for taking disciplinary or adverse actions will be followed for any action other than an oral admonishment. The Negotiated Grievance Procedure

in this agreement will be the exclusive procedure available to bargaining unit employees for the review of these disciplinary actions, except those subject to statutory appeal procedures, i.e., suspensions over 14 days and removals:

1. If the Employer determines that a disciplinary or adverse action is appropriate, the following procedures will be followed:

a. The Employer will prepare a proposed notice stating specifically and in detail the reason for the disciplinary or adverse action. The proposed notice will be served on the employee within a reasonable period of time after the occurrence of the alleged offense or when the alleged offense becomes known to the Employer.

b. The employee will be given a reasonable amount of time to respond orally, in writing, or both. This period will not exceed 14 working days from receipt of the proposed notice.

c. The Employer will issue a written decision within 20 working days from the expiration of the time allowed for reply.

d. Disciplinary and adverse actions taken as a result of the employee's misconduct will be taken within a reasonable time and without discrimination. Disciplinary and adverse actions taken as a result of the employee's misconduct will be processed in accordance with the appropriate regulations and supplements thereto. The following factors, commonly referred to as the Douglas Factors, are recognized as relevant to disciplinary actions and adverse actions taken as a result of the employee's misconduct:

(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.

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

(3) The employee's past disciplinary record.

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

(5) The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisor's confidence in the employee's ability to perform assigned duties.

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

(7) The consistency with the guide to Disciplinary Actions.

(8) The notoriety of the offense or its impact upon the reputation of the Air Force.

(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.

(10) The potential for the employee's rehabilitation.

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

(12) The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others. Adverse actions taken as a result of other reasons; i.e., unacceptable performance, reduction-in-force, etc., will be administered in accordance with applicable regulations.

2. The employee will be afforded 15 working days from receipt of the decision to file a grievance. For suspensions over 14 calendar days, or removals, a grievance under the negotiated grievance procedure or appeal to the Merit Systems Protection Board (MSPB) will be filed within prescribed, time limits.

SECTION F. At the discretion of Management, an employee who is facing removal may be offered a Last Chance Agreement. A Last Chance Agreement is a contract that is between Management and an employee whereby Management agrees to suspend a removal action, and in exchange, the Employee agrees to refrain from more instances of misconduct for a stated period. Provisions of Last Chance Agreements are as follows:

1. Last Chance agreement shall be for just cause and will not be arbitrary, capricious, or based on an abuse of management discretion, disparate treatment, or violate fundamental fairness or policy.

2. Upon successful completion of the probationary period, the removal will be cancelled.

3. The probationary period established in a Last Chance Agreements will normally not exceed one (1) year, but may vary depending upon the circumstances of the case.

4. The Employee, or a representative of his/her choosing, may bargain the terms or conditions of the Last Chance Agreement. Before a Last Chance Agreement is signed by both parties, the Employee will have ample opportunity to discuss the terms of the agreement with a representative of his/her choosing. In addition, the Union will be notified of the formal discussion regarding the Last Chance Agreement and given an opportunity to be present.

**ARTICLE 24
EMPLOYEE DEBTS**

SECTION A. Normally, the Employer will not be placed in the position of collecting an employee's debts owed to private creditors, or determining the validity of such debts, except with respect to court orders which compel garnishment of the employee's wages to satisfy the employee's debts owed to private creditors, child support, or alimony.

SECTION B. Employees are expected to pay their just debts and maintain a reputation in the community for honoring debts.

ARTICLE 25 CHANGES TO WORK FORCE MIX

SECTION A. WORKFORCE CHANGES: The Employer will give the Union notice as far in advance as possible of a unit restructure, which could result in a reduction of the unit civilian work force or demotion for unit employees. Such advance notice will provide the rationale for making the contemplated change and will afford the Union an opportunity to negotiate on the impact.

SECTION B. CONTRACTING OUT:

1. The Employer and Union will meet and confer as necessary regarding any study of a function considered for contracting out which affects employees within the bargaining unit.
2. The Employer will provide to the Union, upon request, information not prohibited by laws, rules, or regulations concerning cost comparison studies. After the completion of studies, periodic briefings will be held between the Employer and the Union to provide the Union with appropriate information on decisions affecting unit employees. This includes information on decisions to keep the function in-house or to contract it out.

SECTION C. DECISION TO CONTRACT OUT:

1. The Parties will meet and confer to assess the impact on bargaining unit employees and to minimize any adverse impact. If unit employees are displaced, the Employer will make every reasonable effort to minimize the impact on employees. Maximum retention of career employees will be achieved by considering attrition patterns and restricting new hires, if needed.
2. Employees who are adversely affected by the decision to contract out will be advised of their rights pertaining to the right of first refusal, RIF, and severance pay.
3. The Employer will retrain affected career employees, if necessary, when they are reassigned as a result of contracting out.

SECTION D. INDIRECT CONVERSIONS (ARPC negotiated contracts): The Employer will negotiate a provision with each winning contractor that provides that unit employees who occupy positions targeted for contracting out, if bargaining unit employees are subject to a RIF, will have the right of first refusal for contractor positions that require substantially the same skills as the positions that employees possess and for which there is more than one applicant during the transition period.

ARTICLE 26
ELECTRONIC DEVICES IN THE WORK AREA

SECTION A. General. The Employer agrees to allow the use of electronic devices (i.e. portable electronic devices, portable radios, etc.) in the work areas, with supervisory discretion. Devices must be used in such a manner as not to disturb work, cause a noise disturbance, or create an offensive environment. Employees will not use devices in a manner that substantially degrades employee productivity.

SECTION B. Compliance. All devices used must be in compliance with applicable regulations to include security, information systems, and safety policies. Employees will comply with host base regulations regarding use of electronic devices.

ARTICLE 27 ALTERNATIVE DISPUTE RESOLUTION

SECTION A. PURPOSE: The Employer and the Union are committed to the use of Alternative Dispute Resolution (ADR) problem-solving methods to resolve disputed matters and to foster a good Labor/Employer relationship. Employees, Employer, and Union Officials involved in the development and use of ADR will be trained in the principles and methods of ADR.

SECTION B. DEFINITIONS AND INTENTIONS:

1. ADR is an informal process, which seeks early resolution of employee(s), Union, and Employer disputes.
2. Any ADR process may be jointly designed by the Employer and Union. ADR should be effective, timely, and efficient. It should focus on conflict resolution, problem solving, and foster a cooperative relationship.
3. ADR may include, but is not limited to mediation, interest-based problem solving, conciliation, facilitation, and neutral fact finding. Examples of some sources for third-party mediators are: trained Employer representatives, Union officials, and other federal employees on a roster of trained neutrals.

SECTION C. RIGHTS AND RESPONSIBILITIES:

1. The Employer and the Union have the responsibility to provide information about the ADR option for dispute resolution. ADR should be undertaken in good faith.
2. Employees may voluntarily use the ADR process to resolve individual concerns with the consent of the Employer.
3. Settlement agreements resulting from ADR processes are final when written, reviewed and approved by the Union for Bargaining Unit representation rights, by ARPC legal office, by the Civilian Personnel Section and signed by the parties.
4. ADR resolutions and agreements are not precedent setting.
5. Agreements to enter into the ADR process must state the objectives of all parties to the dispute as well as a commitment from all parties to the dispute to resolve their differences in a non-adversarial environment.
6. The parties to the dispute have the authority to use ADR at all stages of the dispute. It may be used prior to or during a grievance/arbitration or statutory appeal. In the use of ADR processes, contractual time frames will be stayed by mutual agreement. Statutory or regulatory time frames cannot be stayed.
7. The Employer and the Union agree to ongoing evaluation to improve the process.

ARTICLE 28 GRIEVANCE PROCEDURES

SECTION A. PURPOSE, COVERAGE, AND SCOPE:

1. The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances filed by a bargaining unit employee(s), the Union or the Employer.
2. Employees and their representatives will be unimpeded and free from restraint, interference, coercion, or reprisal, in seeking adjustment of grievances.
3. Title 5 U.S.C. 7103(a)(9) defines a grievance as any 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 Agency concerning:
 - (1) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
 - (2) any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.
4. Title 5 U.S.C. 7121(c) excludes the following matters from this grievance 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; or
 - e. the classification of any position which does not result in the reduction in grade or pay of an employee.

SECTION B. EXCLUSIVITY:

1. Representation of bargaining unit employees shall be the sole and exclusive province of the Union. Except as provided by law, this is the exclusive procedure available to bargaining unit employees, the Union, or the Agency for the resolution of grievances within its scope.

2. IAW 5 U.S.C. 7121, an employee may raise matters covered under Sections 2302(b)(1) (Prohibited Personnel Practice), 4303 (Unacceptable Performance), or 7512 (Adverse Actions) under the appropriate statutory procedure or this negotiated grievance procedure, but not both.

SECTION C. REPRESENTATION:

1. Upon filing of a grievance, an employee may elect to be self-represented or represented by a Union representative.
2. The Union has the right to be present during any proceeding under the negotiated grievance procedure. If the Union is not the designated representative, a copy of the grievance will be provided to the Union on the filing date. The Agency will provide the Union reasonable advance notice of any grievance meeting/discussion when the Union is not the designated representative. A copy of each grievance decision will be timely provided to the Union.
3. Where the grievant elects Union representation, meetings and communication with regard to the grievance and any attempts at resolution shall be made through the designated Union representative.

SECTION D. THE UNION HAS THE RIGHT TO:

1. Present and process grievances on its behalf or on behalf of bargaining unit employees. Union grievances will be initiated at either Step #1 or Step #2 as determined appropriate by the Union. A Union grievance may be initiated at Step #3 if Step #3 is the cause of the alleged violation, e.g., ARPC Commander Policy.
2. Carry a grievance forward to the next step even if the grievant withdraws, provided the Union can demonstrate the grievance has the potential to affect other bargaining unit employees.

SECTION E. THE EMPLOYER HAS THE RIGHT TO:

1. Present and process grievances. Employer grievances will be initiated by submission to the Union within the same time limits as for Union grievances at the Step #3 level (see Section I).
2. Invoke arbitration on a grievance that cannot be resolved by the Union within the same time frame as for Step #3 union grievances, i.e., 15 workdays.

SECTION F. TIME LIMITS:

1. Regardless of mandatory response times listed in this Article, the Parties will use the minimum time necessary to resolve disputes.
2. Timely written requests for extensions of time throughout the grievance process should be liberally granted.

- a. Failure of the employee(s) or the Union to meet the prescribed time limits will constitute withdrawal and termination of the grievance.
 - b. If the employer fails to meet the prescribed time limits for response to the grievance, the employer will provide a written explanation to the Union and the next step grievance official which details the reason(s) why the time standards were not met.
3. At any phase of the grievance procedure, when the reply date falls on a non-workday, the reply date will automatically extend until the close of the next business day.

SECTION G. GRIEVABILITY/ARBITRABILITY QUESTIONS:

1. In the event either party should declare a grievance non-grievable or non-arbitrable or if a party believes a grievance has been waived because of timeliness, the parties will follow the procedures set out in paragraph J (1) c. (3-4) of this agreement.

SECTION H. GENERAL PROVISIONS:

1. A Union representative and the grievant, will have a reasonable amount of official time, without charge to leave (Refer to Articles 3 and 5 regarding release procedures):
 - a. for the employee to discuss, informally, with their first line supervisor and/or their steward, any dissatisfaction the employee may have.
 - b. for a Union representative to discuss informally or formally with the appropriate management official any complaint the Union may have concerning matters under this Agreement. Both Parties will agree to schedule a mutually convenient appointment time to discuss any complaints.
 - c. for the employee and/or the designated Union representative to prepare and present the grievance.
 - d. for a Union observer in a training capacity (Refer Article 5) or when this procedure provides for such.
2. Sharing Documentation between Parties:
 - a. Upon written request and subject to law, rule or regulation, the Parties will supply any documents used as a basis for an action related to the grievance. Released material is subject to a protective agreement to not release it outside the Employer or to anyone other than the Union/employee's representatives.
 - b. This procedure will allow the Parties to have all relevant information necessary to determine whether or not to invoke arbitration but at the same time prevent release to those without a need to know.

SECTION I. THE GRIEVANCE PROCESS:

1. Formal grievances will be presented within 30 calendar days of the date that the employee or Union became aware, or should have become aware, of the most recent act or occurrence. This time restraint may be waived by the employer for good cause.
2. Contents of Grievance. Every grievance filed under this procedure should contain the following:
 - a. The name(s) of the grieving employee(s) or a statement that the grievance is filed on behalf of the Union.
 - b. The nature of the grievance and the specific contractual provision in question, if any.
 - c. If an employee grievance, a statement as to how the employee is personally affected and the personal relief requested.
 - d. If a Union grievance, the specific corrective action or interpretation requested or desired.
3. Informal Discussion: Prior to filing a Formal Grievance, the employee/Union representative may meet with the immediate or lowest level supervisor with the authority to address and resolve the issue. This process will not extend the formal grievance time limits.
4. Formal Grievance: If a settlement cannot be mutually agreed upon at the informal level, the following procedure will be followed:

Step #1:

- a. The grievant puts the details of the grievance with a suggested remedy in writing.
- b. The grievant will then either request or decline Union representation. If the grievant chooses to decline Union representation:
 - (1) The grievant will submit a signed waiver of representation to the Union who will send a copy to the Labor Relations Section of the Civilian Personnel Office.
 - (2) The union retains the right to have a representative present during all grievance proceedings to ensure the process is consistent with the terms of this Agreement; however, the Union must inform the employer they are present in that capacity and not as the employee's representative.
- c. Once a choice is made regarding representation, the grievant will submit the original grievance form to the Union. A copy will be provided to the grievant.
- d. The grievance will then be presented to the Labor Relations Section of the Civilian Personnel Office by a Union official. The Labor Relations designated agent will

acknowledge receipt of the grievance in writing by initialing the Step #1 procedure block on the grievance form. The Labor Relations Section representative will then contact the appropriate Step #1 deciding official (e.g., grievant 's immediate supervisor) and union official to set up a meeting time to discuss the grievance.

e. If the grievance can be settled on the spot, the agreed upon resolution will be annotated and initialed by all Parties in the appropriate area of the form. Labor Relations, Legal, and the Union will review the resolution to ensure it is within the bounds of regulation, law, and for bargaining unit considerations. Once approved, the grievance will be considered closed. If the grievance cannot be settled on the spot, the Step #1 grievance official will be advised of the seven (7) workday response time.

Step #2:

a. After coordination with the Labor Relations Section, the grievance will be presented to the director, or comparable level Employer official (reviewing authority) under whom the employee serves.

b. The Step #2 grievance official, or their designee, will acknowledge receipt of the grievance.

c. If it is the intent of the grievant to engage in discussion at that time, this meeting must first be coordinated with the Step #2 grievance official.

d. If the grievance can be settled on the spot, the agreed upon resolution will be annotated and initialed by all Parties in the appropriate area of the form. Labor Relations, Legal, and the Union will review the resolution to ensure it is within the bounds of regulation, law, and for bargaining unit considerations. Once approved, the grievance will be considered closed. If the grievance cannot be settled on the spot, the Step #2 grievance official will be advised they have seven (7) workdays to respond to the grievance.

Step #3:

a. After coordination with the Labor Relations Section, the grievance form will be presented to the ARPC/CV or designee with a union official present.

b. The ARPC/CV or designee will initial the grievance letter.

c. If it is the intent of the grievant to have discussion at that time, this meeting must first be coordinated with the Step #3 grievance official.

d. If the grievance can be settled on the spot the agreed upon resolution will be annotated and initialed by all Parties in the appropriate area of the form. Labor Relations, Legal, and the Union will review the resolution to ensure it is within the bounds of regulation, law, and for bargaining unit considerations. Once approved, the grievance will be considered closed. If the grievance cannot be settled on the spot, the Step #3 grievance official will be

advised they have fifteen (15) workdays to render a final decision.

e. If the grievant/Union are not satisfied with the final decision, the Union may invoke arbitration within ten (10) workdays of receiving the Step #3 decision.

SECTION J. ARBITRATION PROCEDURES:

1. General:

a. Only the union or the Employer may invoke the provisions of this section.

b. Arbitration may be used to settle unresolved grievances. It will be invoked within ten (10) workdays of receipt of the Step #3 grievance decision as annotated on the grievance form.

c. After invoking arbitration:

(1) Both Parties will meet no less than twenty-one (21) workdays before the date of the hearing to discuss agreement or disagreement on arbitration issues. At that time, the Parties will provide an exchange of the Proposed Witness List and proposed Joint Exhibits.

(2) No less than ten (10) workdays before the hearing, both Parties will provide any additional exhibits to the other side.

(3) If either Party questions the arbitrability of a matter due to alleged conflicts with applicable law or contract language, an arbitrator will be selected to hear the threshold question of arbitrability. Notice of challenge must occur before selection of arbitrator. Within five (5) workdays of the selection of the arbitrator, the Party questioning arbitrability will submit to the arbitrator and the other Party an initial statement of the issue as they see it and any supporting documents and argument on that issue. Within 15 workdays of receipt of the initial statement of the case from the Party questioning arbitrability, the other Party may submit a response statement. The arbitrator may request a hearing with witness testimony on the issue but such a hearing will be held only with the consent of both Parties. A ruling by this arbitrator should normally be issued within 30 calendar days of the receipt of the response statements.

(4) The Party questioning arbitrability will pay all costs of the arbitrator and hearing location costs if it loses the challenge or if the question of arbitrability was raised after final decision was issued in Step 3 of the grievance procedure. If the Party questioning arbitrability wins the challenge and the question of arbitrability was raised before the final decision was issued in Step 3 of the grievance process, the arbitrator and hearing location costs will be shared equally by the Parties.

2. Arbitrator Selection: When arbitration is invoked, the Party invoking arbitration will request an odd number of arbitrators (no less than seven names) from the Federal Mediation

and Conciliation Service (FMCS) or other mutually agreed agency within seven (7) workdays. Concurrently, the invoking Party will inform the other Party. Within seven (7) working days of receiving the list of arbitrators, both Parties will determine a single arbitrator by alternatively striking a name from the list until only one name is left. The Party invoking arbitration will make the first strike. In the case where arbitrability is questionable, the Party having last strike will choose which of the two remaining arbitrators will hear the issue of arbitrability. The remaining arbitrator will hear the case on its merits. If either Party fails to participate in the selection, the other Party may proceed in accomplishing the selection.

3. Arbitration Expenses: Arbitrator and hearing location costs will be shared equally by the Parties. Costs include fees and expenses.

4. Date and Location: The arbitration hearing will be held on a date and location mutually agreed upon by the Parties.

5. FLRA Exceptions: The Federal Labor Relations Authority (FLRA) has regulations for filing an exception to an arbitrator's award. Unless the FLRA specifies a lesser period of time, the period for filing exceptions is thirty (30) days from the date the award was served on the Party filing the exception(s). If no exception to an award is filed during this thirty (30)-day period, the award will be final and binding effective the thirty-first (31st) day following receipt of the award on the Parties.

6. Compliance: Each Party required to take corrective action in an arbitrator's ruling will submit a written certificate of compliance with the arbitrator's decision, to include corrective action taken where appropriate, to the other Party as soon as practical.

ARTICLE 29 DUES WITHHOLDING ARRANGEMENTS

SECTION A. An employee may submit an initial Standard Form (SF) 1187 to the appropriate Accounting and Finance Office, through the Local, at any time. The President or Treasurer of the Union will complete section B and forward the completed SF 1187 to the servicing Accounting and Finance Office.

SECTION B. Allotments will be effective at the beginning of the first full pay period after receipt of the SF 1187 by the servicing Accounting and Finance Office, provided it is received not later than 3 working days prior to the beginning of the pay period.

SECTION C. The servicing Accounting and Finance Office will submit a listing of the members and amounts withheld to the designated officer of the Union. The list will also include the names of those employees for whom allotments have been permanently or temporarily stopped during that pay period and the reason therefore; e.g., moved out of the unit, separation, Leave Without Pay status, or insufficient income during pay period.

SECTION D. A member may voluntarily revoke their allotment for the payment of dues by completing SF 1188, Revocation of Voluntary Authorization for Dues and submitting it in duplicate directly servicing Accounting and Finance Office. Revocation will become effective on the first full pay period after the employee's membership anniversary date. In cases when the member has permanently exited the bargaining unit the member may submit a completed SF 1188 and dues revocation will become effective the next pay period. The servicing Accounting and Finance Office will coordinate with the Union prior to processing any SF 1188.

ARTICLE 30 USE OF OFFICIAL FACILITIES

SECTION A. At the request of the Union, the Employer will provide adequate facilities for official meetings of the Union during non-work hours of the employees involved. The Union agrees to assume necessary custodial requirements at such meetings.

SECTION B. The Employer will continue to provide the Union office space/provisions, for its representational functions, at least at the level it had at Buckley AFB prior to the effective date of this agreement.

SECTION C. Union announcements may be made using available ARPC resources or Local Area Network (LAN), subject to communications regulatory requirements.

SECTION D. The Employer agrees that the Union will be allocated space on designated bulletin boards, in all facilities that house bargaining unit members. The space will be of a size mutually agreed upon, and documented, between the Union President and the Employer. The Union official steward will be responsible for keeping the Union portion of the bulletin board neat, up-to-date and orderly in appearance.

SECTION E. The Employer agrees to allow the Union use of copying machines in accordance with published directives. Use will be limited to matters of mutual concern to the Parties, e.g., contract negotiations, representational training materials, information on changes to Law, Rule and Regulation.

SECTION F. The use of Employer's automated data processing equipment (ADPE) is authorized for items of mutual interest to the Parties (e.g., agreement negotiations, clarification of unit materials, memorandums of agreement and representational training materials, etc.). The use of ADPE is subject to approval by the appropriate supervisor after considering availability, mission requirements and security restrictions.

ARTICLE 31
DISTRIBUTION OF THE AGREEMENT AND PUBLICITY

SECTION A. The Employer will provide access to this Agreement to Employer-officials, supervisors of members of the unit, and each member of the unit.

SECTION B. Sufficient bulletin board space will be provided to the Union. This space is to be used to inform employees of matters of concern to them and for posting of official Union information. The Union will monitor its space. The Union agrees that posted material will be accomplished at Union expense and no posting will violate law or regulation.

SECTION C. The ARPC Staff Telephone Directory will contain the name, location, and telephone number of the Union.

SECTION D. The Union will be invited to attend and present at the ARPC Orientation Program.

ARTICLE 32
EFFECTIVE DATE AND DURATION OF AGREEMENT

SECTION A. KEY DATES IN AGREEMENT EXECUTION:

1. **Effective Date.** The effective date of this Agreement is the date of approval by the head of the agency or the 31st day after the Parties have signed and executed the Agreement, provided the head of the agency did not disapprove the Agreement within the previous 30 days, whichever is sooner.

2. **Term of Agreement.** The expiration date of this Agreement is 3 years from the effective date.

3. **Modification of Agreement.** Except by mutual agreement, either party may give written notice to the other party within 30 days prior to the mid-term date, which is 18 months after the effective date, of its desire to amend or modify certain Articles in this Agreement. When such notice is provided, the Party will furnish the other Party a copy of the proposed changes. Negotiation will start on a date mutually agreed upon by both Parties. Negotiations will be restricted to only those articles and changes so identified in advance. Any article or portion thereof, of this Agreement may be amended or supplemented with mutual agreement of the Partnership.

SECTION B. RENEGOTIATING AGREEMENT: Either Party may give written notice to the other, not more than 105, nor less than 60 days prior to the terminal date of this Agreement, for the purpose of renegotiating this Agreement. The present Agreement will remain in full force and effect during the renegotiation of said Agreement, until such time as a new Agreement is approved.

SECTION C. RENEWAL OF AGREEMENT: If neither party serves notice to renegotiate this Agreement, the Agreement will be automatically renewed for a 3-year period, subject to the other provisions of this article.

SECTION D. Should any part or any provision of this Agreement be rendered or declared invalid or illegal by reason of any existing or subsequent law, regulation, or ruling, the invalidation of such part or provision of this Agreement will not invalidate any of the remaining parts or provisions of this Agreement, and they will remain in full force and effect.

ATTACHMENT GLOSSARY OF TERMS

Advanced Sick Leave – A privilege which may be extended to employees whereby an advance of sick leave (up to 240 hours) may be granted in cases of serious disability, illness, incapacitation, or confinement for childbirth. This program is managed according to provisions in AFI 36-815, Absence and Leave.

Affirmative Employment – A program consisting of self-analysis, problem identification, data collection, policy statements, reporting systems and elimination of discriminatory policies and practices, past and present, designed to achieve equal opportunity.

Arbitration – The submission of a dispute to an unbiased third person designated by the parties to the controversy, who agree in advance to comply with the decision to be issued after a hearing at which both parties have an opportunity to be heard.

Alternative Dispute Resolution (ADR) – Any procedure in which parties agree to use a third-party neutral to resolve issues in controversy. This includes (but not limited to) facilitation, mediation, fact-finding, mini-trial, or use of ombudsmen or any combination thereof.

Alternate Duty Site or Telework Site – A location which is designated by the employer as the employee's alternate duty location during periods of approved telework. Normally, this will be an employee's personal residence.

Americans with Disability Act (ADA) – A law which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment.

Basic Pay – A GS employee's pay which is normally adjusted annually, each January, with across-the-board pay increase based on nationwide changes in the cost of wages and salaries of private industry workers. This does not include locality pay which is a geographic-based percentage rate that reflects pay levels for non-Federal workers in certain geographic areas as determined by surveys conducted by the U.S. Bureau of Labor Statistics.

Civilian Personnel Section (CPS) – The Civilian Personnel Section or Civilian Personnel Office.

Credit Hours – 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 (with supervisor's approval) so as to vary the length of a workweek or workday. Maximum amount of credit hours which can be accumulated and carried over from one pay period to another is 24 hours.

Compensatory Time – Time off equating to amount of time worked over 8 hours per day or 40 hours per week for employees on a regular tour of duty. Overtime for employees on a compressed work schedule are hours worked over the established hours of the work day/work week.

Detail – A temporary assignment to a special project or another position.

Employee Assistance Program – A voluntary, work-based program that offers free and confidential assessments, short-term counseling, referrals, and follow-up services to employees who have personal and/or work-related problems.

Equal Employment Opportunity – Equal opportunity in employment for all persons. This includes maintaining a work-place that is free from discrimination based on race, religion, national origin, sex (including pregnancy, gender identity and sex stereotyping), age, disability, genetic information and/or reprisal.

Family and Medical Leave Act (FMLA) – An Act that requires employers to provide covered employees (those who have completed at least 12 months of service (not required to be consecutive)) up to a total of 12 administrative workweeks of job protected, unpaid leave during any 12-month period for the purposes of: 1) an employee’s serious health condition which makes the employee unable to perform the essential functions of the job, 2) the birth of a son or daughter of the employee and the care of such son or daughter; 3) the placement of a son or daughter with the employee for adoption or foster care; 4) the care of spouse, son, daughter, or parent of the employee who has a serious health condition that requires the employee’s presence and makes the employee unable to perform the essential functions of his or her position; 5) any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Provisions of FMLA can be found in AFI 36-815, Absence and Leave.

Formal Meeting or Discussion – A meeting or discussion is considered “formal” when one or more representatives of management (supervisor, management official(s), attorney(s), etc) and one or more employees in the bargaining unit are in attendance. The content of the meeting must be related to general conditions of employment or an employee’s grievance concerns. In addition, considerations as to what constitutes a formal discussion are: 1) location of the meeting, 2) duration of the meeting, 3) how the meeting was called, 4) whether or not a formal agenda was established, 5) whether or not each employee’s attendance was mandatory, and 6) the manner in which the meeting was conducted.

Grievance – Any complaint by a bargaining unit employee or the Union concerning any matter relating to an employee’s employment which is subject to the control of the Employer. A grievance also includes any complaint by an employee, the Union, or the employer concerning any alleged violation, interpretation, or application of a law, rule or regulation affecting conditions of employment; or, the interpretation or alleged violation of the negotiated contract.

Medical Documentation – “Medical documentation” or “documentation of a medical condition” is a written statement signed by a licensed physician or health care provider which provides the following information, or *the parts identified by the employer as necessary and relevant*: 1) The history of the medical conditions, including references to findings from previous examinations, treatment, and responses to treatment; 2) clinical findings from the most recent medical evaluation, including any of the following which have been obtained: Findings of physical

examination; results of laboratory tests; x-rays; EKGs and other special evaluations or diagnostic procedures; and, in the case of psychiatric evaluation of psychological assessment, the findings of a mental status examination and the results of the psychological tests, if appropriate; 3) *diagnosis, including the current clinical status*; 4) *prognosis, including plans for future treatment and an estimate of the expected date of full or partial recovery*; 5) *an explanation of the impact of the medical condition on overall health and activities, including the basis for any conclusion that restrictions or accommodations are or are not warranted, and where they are warranted, an explanation of their therapeutic or risk avoiding value*; 6) *an explanation of the medical basis for any conclusion which indicates the likelihood that the individual is or is not expected to suffer sudden or subtle incapacitation by carrying out, with or without accommodation, the tasks or duties of a specific position*; 7) *narrative explanation of the medical basis for any conclusion that the medical condition has or has not become static or well stabilized and the likelihood that the individual may experience sudden or subtle incapacitation as a result of the medical condition*. In this context, “static or well stabilized medical condition” means a medical condition which is not likely to change as a consequence of the natural progression of the condition, specifically as a result of the normal aging process, or in response to the work environment or the work itself. “Subtle incapacitation” means abrupt onset of loss of control of physical or mental function.

Merit System Protection Board (MSPB) – A panel of three members, appointed by the President with the advice and consent of the senate, for a period of 7 years whose function is to protect the Federal merit systems and the rights of individuals within those systems through adjudication and enforcement by creating a body of legal precedent and ensuring merit principles and employee rights through individual appeals. (5 U.S.C. Chapter 12)

Mission-essential Employees – Employees identified by the employer who are essential to the accomplishment of ARPC’s mission. These employees are required to report to work or telework during periods of national security emergencies, extended emergencies, and other unique situations such as inclement weather conditions.

Non Mission-essential Employees – Employees who *have not* been identified by the employer as essential to the accomplishment of ARPC’s mission. These employees *are not* required to report to work or telework during periods of national security emergencies, extended emergencies, and other unique situations such as inclement weather conditions.

Official time – A paid time off from assigned government duties to represent the Union or its bargaining unit employees.

Overtime – Hours of work officially ordered and approved in excess of 8 hours in a day or 40 hours in an administrative workweek. Overtime hours as related to a compressed work schedule are those hours in excess of the specified hours which constitute the compressed work schedule. Overtime hours does not include credit hours. (5 U.S.C. 6121)

Premium Pay – The dollar value of earned hours of compensatory time off and additional pay authorized by 5 U.S.C., Chapter 55, Subchapter V and 5 C.F.R. Subpart A, for overtime, night, Sunday, or holiday work; or for standby duty, administratively uncontrollable overtime work or

availability duty. This excludes overtime pay paid to employees under the Fair Labor Standards Act and compensatory time off earned in lieu of such overtime pay.

Reasonable Accommodation or Reasonable Job Accommodation – Any change to a job, the work environment, or the way things are usually done that allows an individual with a disability to apply for a job, perform job functions, or enjoy equal access to benefits available to other individuals in the workplace.

Seniority – Precedence of position; precedence over others by reason of a longer span of service computed by Service Computation Date (SCD).

Service Computation Date (SCD) – A date, either actual or constructed, that is used to determine benefits and is generally based on how long the person has been in the Federal Service.

Supervisor Record of Employee or Supervisor/Employee Work Folder – The repository of the supervisor's essential information on the employee he or she manages. It is a management document that is maintained by the supervisor which needs to be safeguarded and protected. The employee has a right to all documents contained in the supervisor/employee work folder. The following documents are normally contained in the supervisor/employee work folder: 1) the most current AF Form 971, Automated Supervisor's Employee Brief; 2) formal training plans and training records; 3) leave schedules; 4) current position descriptions; 5) Civilian Performance Appraisals and/or performance plan if needed; 6) Civilian progress review; 7) pending personnel actions; 8) awards; 9) disciplinary/adverse actions.

Telework – A work arrangement in which employees work from an alternate site, usually their place of residence.

Traditional Work Site or Ordinary Duty Site – The place where an employee would normally work absent a telework agreement, e.g. ARPC organizational address.

Weingarten Rights – An employee's right to representation when an employee is subjected to an investigatory interview (management questions an employee to obtain information) and the employee has a reasonable belief that discipline or other adverse consequences may result. The employee can request union representation before or at any time during the interview.

Work Schedule – The period within an administrative work week (40 hours for full-time employees) which the employee is regularly scheduled to work.