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Article 1. MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is executed between the exclusive representative Local 1501, American Federation of Government Employees, which is referred to in this agreement as the union, and the Commander, Western Air Defense Sector (WADS), McChord AFB, which is referred to in this agreement as the employer. In this agreement, employees means members of the bargaining unit for whom Local 1501 American Federation of Government Employees is the exclusive representative.

Article 2. COMPOSITION OF THE UNIT

The unit to which this agreement is applicable is composed of all employees of the Western Air Defense Sector (**ANG**) McChord AFB. Excluded are all management officials, supervisors, professional and confidential employees, and employees engaged in personnel work, other than those in a purely clerical capacity.

Article 3. NEGOTIATION PRINCIPLES

Congress finds that experience in public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employer involving conditions of employment.

Congress also finds that the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government. Labor organizations and collective bargaining in the civil service are in the public interest.

Article 4. EMPLOYEE'S RIGHTS

Section 1. Employees have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee is protected in the exercise of this right. Such rights include the right:

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

b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

Section 2. Employees are free to become or remain a member of the labor organization or not. Payment of dues is a bargaining unit member's choice.

Section 3. Employees shall be apprised of their rights described in this Article and that no interference, restraint, coercion or discrimination is practiced to encourage or discourage membership in the union

Section 4. Employees have the right to be represented by the union in grievance actions covered under this agreement. Employees further have the right to represent themselves in grievance actions covered by this agreement through Step 3 of the Negotiated Procedure.

Section 5. Employees have 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. 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 mismanagement, or waste of funds, an abuse of authority, or a danger to public or employee health or safety. Employees are encouraged to use appropriate Agency channels prior to using public media for such disclosure.

Section 6. The union shall be given the opportunity to be represented at any interview of a bargaining unit employee in connection with an investigation if:

a. The employee reasonably believes that the interview may result in disciplinary action against the employee; and

b. The employee requests representation.

The employee will be informed of the circumstances requiring the interview prior to any questions being asked.

The Selfridge Civilian Personnel Flight (CPF) will publish on an annual basis the above rights of the employee on interviews. The employer will make a permanent posting on all official bulletin boards the language contained in Section 6 (a), (b) and (c).

Section 7. Employees have the right to direct and/ or fully pursue their private lives, personal welfare and personal beliefs without interference, coercion or discrimination by the employer as long as such activities do not conflict with job responsibilities or reflect a bad image on the Government. The standard of nexus shall apply.

Section 8. Employees will not be persecuted or harassed or suffer reprisal.

Section 9. Counseling shall encourage an employee's improvement in areas of conduct or performance. Every effort will be made to provide such guidance in an atmosphere that will avoid public embarrassment or ridicule. If an employee is to be counseled or corrected, it will be done in private to the extent it is within management control. Normally, counseling of an employee will be conducted with only one management official present. If more than one management official is present, the employee has the right to request union representation.

Section 10. Management recognizes employees' rights to assistance and representation by the union and to meet and confer with union representatives during duty time. Meeting time will be held to the minimum.

Article 5. UNION RIGHTS AND RESPONSIBILITIES

Section 1. The union is responsible for representing the interest of *all* employees in the unit without discrimination as to race, color, religion, sex, age, national origin, marital status, or physical and mental handicap. However, the union is not required to represent nonunion members in adverse actions before the Merit Systems Protection Board or the cases before the Equal Employment Opportunity Commission or any other avenue granted as an exception by appropriate authority.

Section 2. The union will accept all bargaining unit employees as members and protect such rights accorded members. However, the union may deny union membership under certain lawful conditions.

Section 3. The union has the right to be present at any formal discussion between one or more management officials and one or more employees involving changes in personnel policy or practice.

Section 4. The union has the right to represent employees in grievance actions covered under this agreement when representation is requested by the employee.

Section 5. The union has the right to be present when employees have chosen to represent themselves under the negotiated grievance procedure.

Section 6. When an employee requests union representation under the provisions of Article 4, Section 6, the following procedures will be followed:

- a. The employee will contact a union steward who will be released by management for representational purposes, as soon as possible.
- b. The investigative interview will not proceed until the union representative is present.

Section 7. The union has the right to meet with employees on lunch breaks at the work site provided such meetings do not violate security regulations or adversely affect the mission of the work center. Requests for such meetings will be coordinated with and receive prior approval from the WADS Commander or designee.

Section 8. The union will be afforded the opportunity to have an employee orientation session for new employees. The official will be allowed to hand out packets to each new employee. The packets will be submitted to the WADS Commander or designee for approval prior to being handed out to the employees. The union will be allowed the 15 minutes prior to lunch break for its presentation.

Section 9. The civilian personnel representative will provide the union with a list of new employees as they are in-processed, to include name, work section, duty phone and point of contact.

Section 10. The union has the right to file grievances over violations of the Collective Bargaining Agreement. Such filing of contract violations does not require the approval of an affected employee.

Article 6. EMPLOYER RIGHTS AND RESPONSIBILITIES

Section 1. The appropriate management official will inform an employee of his/her rights contained in Article 4, Section 6 when:

- a. Prior to an investigative interview, the management official has determined that disciplinary action may result, or;
- b. During the course of an investigative interview, the management official determines that disciplinary action may result.

Section 2. Management retains the right:

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

Section 3. The union and the employer agree to recognize and comply with the Labor Management Partnerships.

Section 4. Management may request union representation at counseling sessions with employee consent.

Article 7. MATTERS APPROPRIATE FOR NEGOTIATIONS

Section 1. When management exercises, in writing, any of its retained rights that will impact on the bargaining unit, the following procedures will be adhered to:

- a. The unit Vice President or his/her designee will be informed of the Action to be implemented with a copy provided to the union President;
- b. The union will be given ten calendar days in which to provide its written response; and
- c. If the decision is to negotiate the issue, the union must submit a written proposal within 20 calendar days from receipt of management's written notification of the intent to implement a policy or change.

Section 2. When any policy is to be implemented that impacts on conditions of employment other than those contained in Article 6, the following procedure will be adhered to: When policy changes impact on a work area the unit Vice President will be notified of the change in writing. Should negotiations be desired, the unit Vice President will have 20 calendar days to provide written proposals.

Section 3. Written notification of the proposed policy changes will be furnished on all issues requiring notification to the unit Vice President. Written notification will be given to the steward when changes to a written policy are proposed. Other changes will be communicated verbally.

Section 4. Matters appropriate for negotiations are those matters which relate to conditions of employment. Conditions of employment are defined by law to mean personnel policies, practices and matters, whether established by rule, regulation, or otherwise, affecting working conditions except that such term does not include policies, practices and matters:

- a. Relating to political activities prohibited by law;
- b. Relating to the classification of any position; or
- c. To the extent such matters are specifically provided for by Federal statute.

Article 8. INTERNAL UNION BUSINESS

Internal union business such as soliciting membership, collecting dues, electing officers, attending union meetings, and posting and distributing literature will be conducted during non-duty hours of the employees involved. Shift workers may use approved leave to attend union meetings.

Article 9. MEETINGS

Section 1. Representatives of the union and employer shall meet monthly and confer with respect to conditions of employment subject to the provisions of this agreement.

Section 2. Seven days prior to a monthly meeting, a written agenda will be submitted to the other party listing the topics to be discussed. The topics should be described to allow the other party to be prepared for discussion at the monthly meeting. Should neither party submit an agenda for any given monthly meeting, the meeting will be cancelled for that month.

Section 3. Additional meetings may be requested by the union President, the Commander or their designees. Such requests will be made not less than five work days in advance of the requested meeting date and must state the subject to be discussed. Subject matter of the meeting should be described to allow the other party to be prepared for discussion at the meeting.

Section 4. Management will be responsible for taking summary minutes of the meeting. The summary will be signed by both parties, as to correctness, and one copy will be furnished the union.

Section 5. The parties, by mutual consent, may discuss topics not listed on the submitted agenda.

Section 6. The union will furnish a list of their representatives designated to attend the meetings. Union representatives will arrange for meeting attendance with their supervisors, mission permitting. If a problem develops, the WADS Commander or designee, may be contacted for assistance. Attendance at these meetings will be limited to not more than five representatives of the union and not more than five of the employer, unless prior approval from the Commander's representative has been obtained. Time will be granted without charge to leave for representatives to attend these meetings, if in a duty status.

Section 7. Work center supervisors and union stewards may meet at the request of either party.

Article 10. HEALTH ISSUES

Section 1. Employees who are injured on the job, or who need urgent or emergency care will be provided that care. Employees may choose their care provider.

Section 2. When permitted by regulation or law, the employer shall provide, without cost, available immunization against communicable diseases, physical examination and drug testing to unit employees when the need exists.

Section 3. The union will be consulted on medical directives originated locally involving employees of the unit before such directives are implemented.

Section 4. A list of employees incurring on-the-job injuries, prepared as required by the Selfridge CPF, will be mailed to the union office upon request. The union agrees to continue assisting employees of the unit who are experiencing problems in processing claims through the Office of Workers' Compensation Program (OWCP).

Section 5. The employer recognizes the importance of an employee assistance program (EAP). Details of the EAP will be determined in the labor-management partnership council. The partnership council will take into consideration implementation of the following: tobacco cessation program, drug/ alcohol abuse program, stress and anger management; financial and grief assessments, suicide prevention, mental health support, or other health and wellness related issues. The EAP is designed to allow employees who wish to obtain assistance to restore themselves to effective and reliable duty because of conditions attributed to the above stated problems. Voluntary participation and completion may be considered favorably in disciplinary action proceedings.

Section 6. Exercise is encouraged and work schedules will be rearranged to the greatest extent possible to accommodate employees who wish to participate in physical conditioning. Program will be in accordance with the policy of The Adjutant General of the State of Washington.

Article 11 UNION REPRESENTATION (UNION STEWARDS)

Section 1. The employer agrees to recognize up to four union representatives duly appointed by the union, to insure that each employee has reasonable access to a steward. The union agrees to furnish the Selfridge CPF a complete stewards list within 30 days after this contract becomes official. The Selfridge CPF will receive written notification of individual changes. The changes will become effective two work days after written notification is received.

Section 2. The duly appointed union steward, or in the absence of the union steward, the unit Vice President or designee, will be granted reasonable time off without charge to leave to perform the following duties:

a. To consult with supervisors or management officials of the area for which the steward is responsible on personnel policies and practices under their authority and jurisdiction at mutually agreeable times.

b. To discuss complaints with employees and/or supervisors in an effort to prevent formal grievances from developing.

c. To prepare and present a grievance on behalf of the union or an employee under the negotiated grievance procedure.

d. To represent an employee in presenting an appeal if properly designated by the employee to do so.

e. To appear as an observer during a grievance proceeding when an employee, in the steward's area of responsibility, presents a grievance on his/ her own behalf.

Section 3. A reasonable amount of official time will be allowed - the union representative representing an employee to prepare for an arbitration or appeal hearing.

Section 4. Union stewards will request permission from their immediate supervisors when required to leave their official duties to perform any of their union steward responsibilities and will report to their supervisors when they return. The steward or employee will obtain permission from the employee's supervisor for release of the employee to confer. When permission is denied, the reasons for denial will be given to the steward along with the time such release will be granted. Absence from the work site will be kept to a minimum.

Section 5. The steward and the supervisor of the work center will meet as necessary for the purpose of consulting¹³ on matters of mutual benefit to the employees and Management.

Section 6. Employees may contact any steward on the steward's list.

Section 7. The Chief Steward may act in lieu of any assigned steward.

Section 8. The parties recognize the importance of good Labor-Management relations. The unit Vice President will be granted a reasonable amount of official time to carry out their duties to foster such good relations. When a need arises that requires the release of the unit Vice President from their duties, such request will be made known to his/her immediate supervisor. Unless the absence of the unit Vice President would adversely affect the mission of the agency, organization, or work center, the unit Vice President will be released. Should the supervisor deny such release based on an adverse affect on the mission, the reasons for denial will be given at the time of denial.

Section 9. The employer agrees that duly designated representatives of the union will be admitted to the installation to meet the employer at mutually agreeable times during normal working hours subject to security requirement.

Section 10. When a non-employee union official meets with the Commander or designee, the unit Vice President or designee, will be granted official time to attend such meetings.

Section 11. When a union steward and an employee are released from duty to prepare for an appeal or grievance hearing, the union office may be utilized for such preparation.

Section 12. Employee lockers are subject to search on a random basis at the discretion of the employer. A union representative will be present at the search except in situations deemed to be an emergency or national security.

Section 13. Designated union representatives may use the FAX and e-mail system to transmit information to bargaining unit employees.

Article 12. DUTY ASSIGNMENT

Section 1. Management will make every effort to ensure that employees are not assigned to any work outside their own primary skill which would endanger their own health, safety, or that of others.

Section 2. Proper use of details will be utilized if employees are temporarily assigned outside their job classification.

Section 3. Normally, the employer will not require employees to use their privately owned vehicles (POV's) to accomplish job requirements. However if an employee is directed to use her/his POV by an appropriate supervisor in the employee's chain of command, the employee will be paid mileage in accordance with applicable laws, rules and regulations. Reimbursement will not be authorized for voluntary POV usage not specifically directed.

Article 13. DETAILS

Section 1. A detail exists when an employee continues in his/her current status and pay and is temporarily assigned to:

a. an established position, or an identical one with a higher or lower basic pay rate, or one requiring different qualifications from those now required in his/her official position assignment; or

b. an unestablished position, (duties and responsibilities have not been rated under a classification system and the necessary approvals for its establishment have not been obtained). This type would be in a different occupational line of work, or one that requires different qualifications from those now required in his/her official position assignment. All details will be in accordance with the provisions of the applicable laws.

Section 2. A detail does not exist when an employee is loaned to another activity, organization or office to meet temporary or limited work situations where the work has the same grade, series code and basic duties as his/her regularly assigned duties.

Section 3. Verbal details will not exceed 30 days. All verbal details will be noted in the employee's AF 971 file.

a. An employee may submit an updated resume' anytime to reflect any detail of any duration to a higher graded or higher paying position.

b. Details will not be used to fill a higher graded or higher paid unit position with a lower graded or lower paid employee when the need to fill this position exceeds two pay periods. When this occurs, a temporary promotion of up to 120 calendar days in any 365 day period will be processed in lieu of a detail.

c. When an employee has been detailed under the above provisions and no temporary promotion was involved, any assignment of the same employee to the same higher graded or higher paid unit position within a 12 month period will result in a temporary promotion at the time of the re-entry into the position.

Section 4. The union will be furnished a list of all details exceeding 30 calendar days.

Article 14. DISCIPLINARY AND ADVERSE ACTIONS

Section 1. WADS and the union recognize that public interest requires the maintenance of high standards of conduct. No bargaining unit employee will be subject to disciplinary actions except for just cause, as will promote the efficiency of the service.

Section 2.

a. A disciplinary action is defined as an oral admonishment, reprimand, suspension, removal or certain kinds of reductions in pay or grade. Some disciplinary actions are also adverse actions.

b. Adverse actions are removals, suspensions of more than 14 calendar days, reductions in pay or grade, or furloughs of 30 days or less.

Section 3.

a. Progressive discipline does not apply to probationary /trial or temporary employees.

b. The parties agree to the concept of progressive discipline, designed primarily to correct and improve employee behavior, rather than to punish, unless doing so would be inconsistent with established office policy.

c. The parties agree to the principle of like penalties for like offenses.

Section 4. Once management becomes aware of an incident requiring action, investigation and disciplinary or adverse actions shall be initiated promptly.

Section 5. All materials relied upon to support the reason for disciplinary or adverse action shall be made available for review by the employee. All material used to support the action will be disclosed to the employee.

Section 6. The union shall be given the opportunity to be present at any examination of an employee in connection with an investigation if the employee reasonably believes the examination may result in disciplinary action against the employee, and the employee requests representation.

Section 7. The employee will be informed of the circumstances requiring the investigative interview prior to any questioning.

a. While being questioned or being requested to provide a written or sworn statement, the employee will have the right to be represented by the union.

b. Upon written request, the employee will be given a copy of any written or sworn statement made by the employee.

c. The supervisor, the employee, and the union representative will not, except as specifically authorized, disclose any information about the investigation.

Section 8. Normally, an employee against whom an adverse action is proposed is entitled to a 30 day advance written notice. The notice will state specific reasons for the proposed action. The employer agrees that the employee and his/her representative shall be given the opportunity to review the material on which the notice of adverse action is based or that is being relied on to support the reason(s) for the proposed action.

a. Written requests for extension for replying to proposed disciplinary actions may be granted when good cause is shown. The employer will issue a written decision at the earliest practicable date.

b. Normally, trial or probationary employees will be given a two week notice prior to removal. This provision does not apply to the last two weeks prior to the completion of the probation period.

Article 15. TOUR OF DUTY

Section 1. Tour of duty, as used in this agreement, is defined to mean an employee's scheduled days of work within the two week pay period.

Section 2. A standard work schedule is a five day, eight hour work week, (Monday-Friday) for a total of two 40 hour work weeks in the 80 hour pay period.

Section 3. Shift starting and ending times will not be changed without meeting the requirements to negotiate the impact and implementation of the change.

Section 4. Where seven-day 24 hour coverage is required, the two days off during an employee's 40 hour established tour of duty will be consecutive with equal opportunity for weekend days off, subject to workload considerations. Exception to the two consecutive days off at the time an employee has a change in tour of duty will be permitted. Exception will also be allowed where required by operational or administrative requirements outside the control of the WADS Commander or designee.

Section 5. Changes in an employee's tour of duty or hours of work will be posted two weeks in advance of the change, except where the employer would be unduly impeded or costs would be increased significantly. Any unusual changes will be explained to the union steward working in the area. Otherwise, explanations will be made to the unit Vice President or union President. Such changes will not be used to circumvent overtime except when the WADS Commander or designee determines that the WADS will be seriously handicapped in carrying out its function or costs would be substantially increased.

Section 6. Rosters will be maintained by individual work center of the shifts worked by employees. These rosters will be retained for six months and will be available for union review.

Section 7. Fifteen minute rest periods during each four hours of duty will be granted employees. Employees working at least five hours but less than eight will be given two 15 minute rest breaks.

Section 8. Incidental duties which are directly connected with the performance of a job, such as obtaining and replacing working tools or

material undergoing inspection and similar tasks, will be considered part of the job requirements within the established tour of duty.

Section 9. The parties agree to negotiate on alternate work schedules (AWS). Such AWS may be straight eight hour days, 5/4/9, 4-10s or flex time. The parties recognize that certain considerations must be met. Schedules must provide sufficient interaction among organizations, sufficient personnel coverage to accomplish the mission and must not negatively impact on mission accomplishment or safety of operations. It is agreed that the union negotiating team will consist of one member from the current contract negotiating team and one additional member, both of whom will be allowed a maximum of one work day to prepare proposals. Negotiations will begin no later than three weeks after the union provides written proposals to the WADS Commander or designee.

Article 16. OVERTIME

Section 1. Supervisors will solicit qualified volunteers prior to requiring an employee to perform overtime work. Overtime will be assigned without partiality, favoritism, or discrimination to employees within the affected work center. The union steward may consult with the supervisor concerning the assignments of overtime in an effort to keep the overtime work distributed fairly among all employees insofar as possible. Supervisors shall not assign overtime work to employees as a reward or penalty. Any complaint on the distribution of overtime shall be processed in accordance with the grievance procedures.

Section 2. Except in cases of emergency, any employee designated to work overtime on days outside his/her normal tour of duty or to work on a holiday will be given two work days advance notice.

Section 3. Records of overtime worked or refused will be maintained within the organization and such records will be open for review by the steward. When overtime work is to be performed in an organizational unit, the employer agrees to assign the work to the employees of that unit whose job description most closely fits the type of work that must be performed, provided such employees are available.

Section 4. An employee is not required to work overtime if the additional work would impair health or efficiency or cause an extreme hardship on the employee as determined by an appropriate agency official or medical authority.

Section 5. Nonexempt employees permitted to perform duties outside their regular scheduled tour will be paid overtime under the provisions of the Fair Labor Standards Act when overtime has not been authorized under Title 5.

Section 6. When employees have agreed to work overtime and have requested compensatory time in lieu of overtime pay, the compensatory time will be recorded and the employee will be scheduled to use the compensatory time within 26 pay periods. If not used within the 26 pay periods, overtime will be paid at the rate of pay at the time the overtime was worked.

Article 17. LEAVE

Section 1. Supervisors will solicit leave requests from employees and establish tentative leave schedules for the leave year during January. When conflict arises between employees desiring the same time off and voluntary agreement cannot be reached between the employees, preference will be given the employees with the most seniority in the absence of a determinable personal hardship or emergency as provided in Section 3 of this Article. Changes to scheduled leave will not be made by management unless the granting of such scheduled leave will adversely affect the mission of the work center. Should it be necessary to cancel an employee's leave, written justification will be given for the cancellation if requested by the affected employee.

Section 2. Seniority, for the purpose of this article, will be based upon total creditable service time. Total creditable time is all time, military and civilian, which is creditable towards annual leave accrual under the provisions of the applicable laws.

Section 3. An employee with the most seniority may exercise seniority rights only for one period of leave during the calendar year, which cannot exceed three consecutive weeks, provided;

a. the request is submitted in writing to the leave approving official during January of the calendar year; and

b. it does not cover any days which fall during the Christmas and New Year holidays.

Section 4. Any employee reassigned, promoted or demoted into another work center will not be allowed to exercise any seniority rights in rescheduling leave in the new work center for the current year.

Section 5. Leave during the Christmas and New Year holidays will be on a rotating basis without seniority rights.

Section 6. Every reasonable attempt, consistent with workload, will be made to satisfy the desires of the employees with respect to the approving of extended annual leave up to 30 calendar days. The supervisor will use a liberal policy of granting short-term leave requests provided such requests will not adversely affect the mission of the work center.

Section 7. Elected or appointed representatives of the union will be granted administrative leave up to seven days per representative, the aggregate not to exceed a total of 21 work days per year, to attend union sponsored training provided the Government will derive benefit or the Government's interest will be served by such attendance. Four hours for each union Steward, twice per calendar year, will be granted for local training. The union will submit a formal agenda and training plan(s) to the WADS Commander or designee with the written request. The union will assure training of officials is not duplicated within the duration of this agreement. At the conclusion of the training period, the union will provide the WADS Commander or designee the names of the employees who attended and which course/workshops they attended. When the granting of administrative leave for the above purpose would adversely affect the mission of the work center, the request may be denied. When requested by the union, management will give a written reason for the denial.

Section 8.

a. Unless an employee has a record of misuse of sick leave, absences for more than three days but less than six days will not require a medical certificate to document the absence. A statement from the employee as to the nature of the illness and that she/he was incapacitated for duty will suffice.

b. A medical certificate should not be required to substantiate requests for approval of sick leave for three days *or* less unless the employee has been warned in writing about an excessive use or abuse of sick Leave. An employee should not receive a written warning unless he/she first has been verbally warned by the supervisor on at least one occasion. When a medical certificate is required to be submitted for all periods reported as sick, the requirements will be reviewed every three months by the supervisor, the employee concerned, and the union representative to determine if a continuation is necessary.

Section 9. Advance sick leave up to 30 days may be granted by the employer subject to the following conditions:

a. total employment record and past record of sick leave usage justify such action;

b. the absence from duty because of illness is for a period of five or more consecutive work-days; and

c. the application for leave (Standard Form 71) is supported by a medical certificate from a duly certified physician;

d. the circumstances are such that repayment to the employer of the advanced sick leave can reasonably be expected;

e. the employee is serving under a career or career- conditional appointment, and has been under one of the Federal retirement systems for one year or more. These conditions will not preclude the employer from granting such advance leave to an employee that does not meet these requirements.

Section 10. The employer shall not display individual sick leave records.

Section 11. The union and management encourage the principles of assigning light duty to employees unable to perform their regularly assigned duties.

Section 12. To preclude personal hardship, a supervisor or other official will be available on duty during each established tour of duty with full authority to act on behalf of management on requests for unscheduled absences. Unscheduled absences shall be defined as absence made necessary due to illness or injury in the family, or other unforeseen circumstances arising which could not be anticipated. Dental and medical appointments made in advance will not be considered as unscheduled absence. Accordingly, employees will be responsible for requesting, in advance, leave as soon as an appointment has been made with the physician or dentist. Failure to give advance notification could result in denial of leave.

Section 13. Annual leave, sick leave, compensatory time or leave without pay (LWOP) are available to employees as follows:

a. The employee may use sick leave, annual leave, LWOP or request an advance of sick leave to cover periods of incapacitation. Nursing mothers' work hours may be adjusted if the work center mission is not impacted, and if the adjustment does not result in additional costs to the government;

b. Leave may be authorized for employees to exercise parental responsibilities;

c. Supervisors should authorize annual leave, LWOP, or use of compensatory time when unexpected personal problems arise;

d. Bereavement leave will be allowed as annual leave, LWOP, or compensatory time;

e. When voting polls are not open at least three hours either before or after employees' regular hours of work, employees will be granted time to vote in accordance with applicable regulations; and

f. Annual leave may be donated for medical or family emergencies in accordance with Public Law 103-388.

Section 14. One day grants of emergency annual leave or leave without pay are encouraged on a day when unexpected child care problems arise. Longer periods of time may be granted when problems of a continuing nature exist.

Section 15. In cases of extreme temperatures, management will attempt to regulate the work site temperatures in accordance with Air Force regulations. If regulating the work site temperature fails, alternate work sites will be used if available or management may grant liberal use of annual leave.

Section 16. Employees who live in areas exempt from emissions testing will be allowed one half hour duty time to obtain the emissions test necessary to drive on McChord AFB.

Section 17. Bargaining unit employees selected for Civilian Employee of the Quarter will receive, as part of the recognition, a one-day time-off award to be taken on a date determined to be acceptable to the employee and their supervisor. Bargaining unit employees selected as Employee of the Year will receive a three-day time-off award to be used on a date convenient to the employee and their supervisor.

Section 18. Military leave is absence from the employee's civilian position without loss of pay to perform military duty.

a. To be eligible a person must be a member of the Reserve or National Guard. Employees on temporary appointments of one year or less, or intermittent work schedules are not entitled to military leave.

b. Fifteen days of military leave is credited to the employee's account on 1 October of each fiscal year, or upon appointment. Unused military leave remaining from the prior fiscal year, not to exceed 15 days, is also credited. Military leave available will not exceed 30 days in a fiscal year.

Section 19. Administrative dismissal (excused absence) may be given when the WADS Commander, or designee, deems it appropriate. This will be documented as administrative leave on the time card.

Article 18. EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The employer and the union agree to the policy and practice of providing equal employment opportunities to employees on all levels and to have a work force free from discrimination because of race, color, religion, sex (including sexual harassment), national origin, age, mental or physical disability (handicapping condition), marital status, and political affiliation. The employer is responsible for ensuring a work environment free of harassment based on any of the factors listed above. The employer is responsible for promoting equal employment opportunity through a positive, continuing and results-oriented program involving all management policies, programs, objectives, practices and personnel.

Section 2. The employer will continue to ensure the elimination of any neutral employment policies or practices which result in disproportionate impact on any minority group. Should adverse impact be discovered and evidenced in the Affirmative Employment Plan (AEP), specific and measurable objectives shall be set to correct any under-representation. To the extent possible, all work-related activities, facilities, and services operated, sponsored, or participated in by the employer will not be segregated and their use will not be determined by race, color, sex, age, religion, mental or physical handicap, or national origin.

Section 3. The Selfridge CPF is responsible for EEO program information. The names, telephone numbers and locations of the Chief Counselor and the coordinators of the special emphasis programs will be posted and made available to the work force through reasonable means. A statement will be issued and made public to all employees reflecting management's commitments to attain EEO goals.

a. Managers and supervisors on all levels will fully support and abide by all policies and programs, ensuring Equal Employment Opportunity. Managers and supervisors will be responsible for pursuing a policy designed to meet all goals and objectives established for full equal employment within their areas of responsibility. Failure of any manager or supervisor to support EEO objectives will result in appropriate action being taken.

b. The Selfridge CPF will assure that EEO counselors are available and accessible to employees who may have a discrimination complaint.

c. The union will provide items to the Selfridge CPF at least 60 days prior to the effective date of the yearly plans, or updates to them of action items or goals, which the union believes should be included in the respective plans.

d. Every three months the Selfridge CPF/EEO will provide to the union the following information: a list that provides a breakdown of the numbers of Employees by race, age, gender, and handicap status, along with a breakdown of all promotions by race, age, gender and handicap.

Section 5. Persons who allege discrimination or who participate in the presentation of such complaints will be free from restraint, interference, coercion, discrimination or reprisal. A complainant has the right to be accompanied, represented and Advised by a representative of his or her choice during counseling or at any stage of the complaint procedure. A union representative, designated in writing by the EEO complainant, shall have the same access to information as the complainant. A reasonable amount of official time will be authorized to employees and/ or representatives, who otherwise would be in duty status, to participate in functions authorized under this article.

Section 6. The employer should make every reasonable attempt to provide appropriate arrangements for disabled employees to assure that promotional opportunities are not denied based solely on their disability.

Article 19. SUPERVISOR'S RECORD OF EMPLOYEE

Entries to the Supervisor's Record of Employee may be favorable or unfavorable. The employee will be given the opportunity to initial all entries. Supervisors will hold a private discussion with employees and advise the employee before making any unfavorable entry in the Supervisor's Record of Employee. Unfavorable comments will be made as separate attachments. The employee's initials indicate that the employee is aware of the entry. Should the employee disagree with an unfavorable entry, a grievance may be filed. Unfavorable entries will be reevaluated at least once every three months. If the circumstances or conditions which led to an original unfavorable entry are corrected, the supervisor may elect to remove the entry or make an entry indicating that the condition has been corrected. The Supervisor's Record of -Employee folder will be the only record used by the supervisor.

Article 20. SAFETY

Section 1. The employer agrees to:

- a. Furnish and maintain a safe and healthful workplace for its employees consistent with applicable safety and health standards.
- b. Protect employees in imminent danger situations (situations which could reasonably be expected to cause death or serious physical injury).
- c. Post notices at the work site of unsafe or unhealthful working conditions discovered during inspections and surveys until the hazard is abated.
- d. Establish information systems to keep records of all occupational accidents, injuries, illnesses and their causes.
- e. An annual safety summary of occupational injuries will be posted in the safety office within 45 calendar days following the close of the fiscal year. Copies of the annual safety summary will be provided to the union.
- f. Take immediate action to abate unsafe working conditions. Action to abate unhealthy working conditions will be accomplished as quickly as possible.
- g. Conduct training programs for employees in job safety and health matters.
- h. Afford the right of access to employees or their union representative to applicable Air Force, Federal, State and local safety and health standards.
- i. Afford the right of access to the union representative to local occupational injury and illness data in accordance with AFI 91-204 and the Privacy Act.
- j. A union representative should accompany safety and health inspectors on annual inspections. The union will be notified of the date of inspection two weeks in advance. The union will provide the safety office with the name of the union representative scheduled to accompany the inspectors.

k. Insure the rights of the individual under the Air Force Occupational Safety and Health Program are protected from any discrimination, restraint, interference, coercion or reprisal. Accident reports upon which disciplinary action has been taken will be made available upon request by the employee involved or his/her designated representative.

1. The right to report and request inspections of unsafe or unhealthful working conditions by submitting a written, signed notice of conditions using AF Form 457, USAF Hazard Report. Employee's name will be omitted if requested by employee representative.

m. Provide the employee the appropriate and properly fitted safety equipment or protective clothing at no cost when required by regulation. When job requirements specify the wearing of protective apparel and devices, this requirement becomes both a part of safety regulations and a condition of employment

n. Provide periodic occupational physical examinations and hearing tests to those employees designated by regulation or law or when potential toxic effects are identified under one or more of the following circumstances:

(1) Personnel are being protected from exposure, exceeding the Permissible Exposure Levels (PELS) by the use of respirators.

(2) Personnel are being exposed to 8 hour time-weighted average concentrations exceeding one half the PEL, or significant concern exists because of potential skin absorption.

(3) Personnel exhibit signs or symptoms which may be reasonably attributed to the type exposure involved.

(4) Personnel known to be exposed to levels above PELS or who had skin contact with substances in the Threshold Limit Values and Biological Exposure Indices" having a "skin" notation during emergencies, accidents, etc.

(5) All information and results gained by the agency from any medical exams will be furnished to the employee in a timely manner.

o. Afford the unit Vice President or designee the opportunity to attend the Mount Rainier Federal Safety and Health Council Meetings.

Section 2. The employer agrees to adequately inform and instruct each newly assigned employee on safety practices and procedures.

Section 3. The union will encourage the cooperation of employees to:

a. Comply with and exercise those applicable safety standards prescribed by Air Force, Federal, State or local laws.

b. Promptly report occupational injuries or illnesses to their supervisor.

c. Use established Air Force procedures to report and seek resolution of suspected safety or health hazards using the USAF Hazard Report (AF Form 457).

d. Use or wear safety protective equipment or clothing in the performance of work when furnished and required.

e. Comply with agency instructions in case of imminent danger situations.

f. Observe all safety rules and regulations.

Section 4. The employer, within 5 work days, will counsel each available employee who reports an on-the-job injury of the option in benefits under the Federal Employee's Compensation Act (FECA).

Section 5. The union safety representative shall not be charged leave when participating in the officially sanctioned functions noted in this Article.

Section 6. Employees are encouraged to report on-the-job injuries to their supervisor, or appropriate management official, within two hours of the injury or as soon as their medical condition allows. The supervisor, or other appropriate individual, will assure all claim forms needed by the employee are provided in a timely manner. The supervisor will also assure that all claim forms requiring supervisory documentation will be submitted in a timely manner.

Section 7. When an on-the-job injury for a particular work center indicates above average number of injuries, the union may request, in writing, that the Safety Office investigate in an effort to determine the cause. Should the request be denied, written reasons will be furnished to the union.

Section 8. Both the union and the employer recognize that the use of ergonomically correct equipment, tools and furniture improve the safety, health and productivity of employees. The employer agrees that ergonomics will be a significant factor in the future purchase of equipment, tools and furniture used by bargaining unit employees in the performance of their assigned duties.

Article 21. PARKING FACILITIES

Section 1. The employer will provide an adequate number of free parking spaces for employees of the unit to the extent possible

Section 2. The employer will provide free permanent reserved parking spaces for individuals who are physically handicapped with respect to their walking capacity. The spaces will be assigned as nearly as practicable in close proximity to the employee's working area.

Section 3. The Union President will be afforded the opportunity to park in the distinguished visitor parking space. The union will follow the WADS distinguished visitors parking space procedures.

Article 22. INCLEMENT WEATHER POLICY

The employer will follow the 62 AW reduced operations policy. Emergency essential employees will be notified in writing and a copy of the notification placed in their AF 971 file. All time excused due to inclement weather will be documented as administrative leave.

Article 23. TRAINING

Section 1. The employer and the union agree that the training and development of employees within the unit is a matter of significant importance to the parties and shall seek the maximum training and development of all employees. Consistent with its needs, the employer agrees to develop and maintain forward-looking, effective policies and programs designed to achieve this purpose.

Section 2. Selection of employees for trainee-type positions which could lead to future promotional opportunities will be in accordance with the Merit Promotion Program.

Section 3. When advance knowledge of the impact of pending changes in function, organization and mission is available, it shall be the responsibility of the employer to plan for maximum retraining of employees involved. To the extent possible, maximum use will be made of the authority to waive qualification requirements in order to place employees in lines of work where their services can be utilized.

Section 4. In the event of a reduction-in-force, the Selfridge CPF will determine from the appropriate State Employment Service whether any of the affected employees may be eligible for training at Government expense, and if so, will inform employees how to apply for training.

Section 5. Supervisors will identify those situations in the specific work environment that training can aid in achieving defined objectives and goals of the employer. Available training programs will be discussed with the employee who would normally be eligible for such training.

Section 6. Whenever emergency does not preclude, the employer agrees to give at least thirty days advance notice to the union in regard to the installation of any new equipment, machinery, or process which would result in changes of work assignments or require additional training if ten or more people are to be affected.

Section 7. Supervisors will inform employees of available quota controlled applicable training opportunities when the quotas are received. Employees should advise their supervisors if they desire to be considered. Management will determine course applicability and select employees for training. No employee will be denied training solely because of his or her tour of duty.

Section 8. Any employee who wishes to expand their knowledge and expertise by completing job related Career Development Courses (CDC's), may be provided the requested CDC at no cost.

Article 24. IMPACT OF REALIGNMENT OF WORK FORCE

Section 1. The parties recognize that the employer has the responsibility to determine the methods, means, and personnel necessary to carry out the mission of the Sector. However, if employees in the unit are to be adversely affected, the employer agrees to promptly notify the union of any realignment of work forces or technological changes. This does not preclude the parties from negotiating appropriate arrangements for employees affected by the realignment of work forces or technological changes. It is understood that this section does not apply to individual temporary reassignment of employees due to scheduling problems or short periods of time .

Section 2. The employer agrees that management actions will be carried out in accordance with applicable laws and regulations.

Article 25. REDUCTION-IN-FORCE

Section 1. Prior to official notification to employees and at the earliest possible date, the union will be informed of any pending reduction-in- force (RIF). The notice will include the reasons for the RIF, the number and types of positions affected, and the approximate date the actions will take place. This information will be kept in the strictest of confidence prior to official notification of employees by the Selfridge CPF. All RIF actions will be carried out in compliance with applicable laws and regulations. During RIF, affected employees and their representatives may have free access to pertinent regulations and retention registers as provided by governing directives.

Section 2. When employees of the unit are to be adversely affected due to the utilization of military personnel, the union will be advised thirty days in advance of the adverse action. The union will have the opportunity to discuss the impact of realignment of the work force.

Article 26. COMPETITIVE SOURCING OF BARGAINING UNIT WORK

Section 1. As soon as possible after the formal decision to invite bids for the competitive sourcing of bargaining unit work, the union will be informed and a meeting held to discuss possible impact, prior to the mailing of the solicitation.

Section 2. Union officials will be invited to meet and confer over the impact of possible competitive sourcing. Management will provide data on manning levels, positions affected, appropriate arrangements for employees adversely affected and other requested pertinent information if releasable under applicable laws and regulations.

Section 3. Union representatives will be notified at least three days prior to the bid opening of the place and time of the bid opening. Union representatives may attend the bid opening. Following the bid opening, a copy of the cost analysis information and supporting documents will be provided to the union representatives.

Section 4. The provisions of Circular A-76 and all other appropriate laws and regulations will be strictly adhered to when competitive sourcing bargaining unit work. Disputes over the application of OMB Circular A-76 will not be subject to the negotiated grievance procedure.

Article 27. REHABILITATION

Section 1. The Handicapped Program Coordinator with the Selfridge CPF shall maintain a continuing program for placement of employees injured or disabled by an illness who can perform needed work within their capability but cannot be utilized in their present positions. Counseling and, if appropriate, retraining will be provided for disabled employees. The union agrees to provide assistance in maintaining the program.

Section 2. The union agrees to actively support and assist the employer in the administration of the Air Force Drug and Alcohol Abuse Program by encouraging employees who have been identified as having a problem to seek assistance through the local program or through outside sources.

Section 3. The Employee Assistance Program is described in Article 10.

Article 28. EMPLOYER-UNION COOPERATION

Section 1. The civilian personnel representative will furnish the union a monthly list of the names of all eligible employees of the unit and all newly hired employees during the preceding month.

Section 2. The union agrees to cooperate with the employer in truly voluntary charity drives and to lend its support to these worthy causes. In conducting these drives, the parties will be guided by appropriate regulations which provide that no compulsion or reprisals will be tolerated. Confidential donations may be made by placing contributions in sealed unmarked envelopes.

Section 3. The partnership agreement will be developed separately, and will be considered binding to both labor and management.

Section 4. The union will be allowed to have one representative on the following committees: Facility Management Board, Financial Management Board, WADS 2010 Council, and Unit Advisory Council.

Section 5. Joint training by the union and the employer is encouraged and will be provided whenever possible.

Section 6. The parties agree that whenever possible issues should be resolved through the use of mediation prior to instituting the grievance and arbitration process. The employer agrees that when required, practicable arrangements will be made to provide certified mediation training for a maximum of two union and two management-designated personnel. Those employees who agree to accept the training must commit themselves as follows

a. To be available as a mediator to assist in conflict resolution situations whenever their workload and personal commitment permit.

b. To serve as a mediator for a period of two years as long as they remain employed by WADS and are otherwise physically able to perform the function of mediator.

c. To set aside their personal biases and work to resolve disputes between parties in conflict and understand that in the capacity of mediator they are obligated to maintain full confidentiality.

d. That any information gained in the mediation process or attempts at settlement of the dispute remain confidential and cannot be used in any hearing held after the mediation process is terminated, if issues for which they functioned as mediators are later pursued through the grievance or arbitration process.

Both parties agree to attempt, in good faith, to resolve disputes at the lowest level possible and in order to ensure a balance in the mediation process it will be conducted in teams comprising one union and one management person who have been trained in the mediation process. Mediators are to be totally free from any pressure or influence by either party to this agreement in relation to the manner by which they conduct their efforts to resolve the disputes in which they have been asked to attempt resolution. Mediation can be invoked by either an employee or a supervisor at the point they believe a dispute exists that can be resolved through this process. At the completion of mediation a statement of resolution will be developed and signed by all parties to the mediation.

Article 29. DUES WITHHOLDING AGREEMENT

Section 1. Defense Finance Accounting Service (DFAS) will withhold union membership dues and dental premium deductions from the employees' paychecks. An employee in the bargaining unit, who is a member in good standing in the union, may authorize an allotment of pay for membership dues to the union, provided:

a. The employee has voluntarily completed a request for such an allotment of pay (SF 1187), and;

b. The employee regularly receives a normal amount of pay on the regularly scheduled pay days and such pay is sufficient to cover the full amount of the allotment after other legal deductions have been made.

Section 2. The union agrees to acquire and distribute to its members the prescribed allotment form (SF 1187) for the withholding of dues, and to inform and educate employees of the unit on the program of allotments for payment of dues. An allotment may be submitted by an eligible member of the unit, through the union, to DFAS at any time. The allotment will become effective at the beginning of the first complete pay period after receipt of a properly completed and signed SF 1187 by DFAS.

An allotment shall be terminated:

a. When the employee leaves the unit as a result of any type of separation, transfer, or other personnel action (except temporary promotion or detail, i.e., only applies to positions within the bargaining unit);

b. Upon loss of exclusive recognition by the union;

c. Upon receipt of notice from the union that the employee is no longer a member in good standing;

d. When this agreement is suspended or terminated by appropriate authority outside the Department of Defense.

Section 3. The effective date of termination of dues withholding allotment, which is not at the request of the employee, shall be the beginning of the first pay period following the date of the action which requires the termination of the allotment. The union agrees to notify DFAS within five work days when a member, who has authorized dues withholding, is suspended or expelled from the union.

Section 4. The civilian personnel representative will maintain a supply of SF 1188s, used in revoking an allotment, which shall be made available to employees upon request.

Section 5. Employees may revoke their membership dues withholding allotment by submitting an SF 1188 within the first full pay period prior to their anniversary date. Any SF 1188 received prior to or after the above time period will be returned to the employee as untimely. Following a timely receipt of the SF 1188, dues shall be terminated the first full pay period after the employee's anniversary date of becoming a union member. A copy of the SF 1188 will be sent to the union by the WADS civilian personnel representative.

Section 6. DFAS will issue one check biweekly for the total amount of dues withheld. The check will be made payable to the fiduciary account designated by the union and will be accompanied by a listing of all employees having dues withheld and the amount withheld. An additional copy of the listing will be forwarded to the union treasurer or other individual designated by the union.

Section 7. When the union wishes to change the amount of their regular dues, they will furnish written notification, signed by the President of the union, of the amount of the new deductions that are to be withheld. The effective date of the change will be the beginning of the first complete pay period after receipt of the change notice by DFAS, unless a later date is agreed upon.

Article 30. CORE DOCUMENT /PERFORMANCE PLAN

Section 1. Management will maintain an accurate description for each position, reflecting the significant duties of the position. All employees in the unit will be furnished a copy of their core document/ performance plan at the time the employee starts a new job, or as soon as a copy is received from the Selfridge CPF. The supervisor and employee will review and discuss the duties and responsibilities at the first appropriate opportunity.

Section 2. The employer shall furnish the union with one copy of a core document/performance plan when it is at issue in an individual grievance or complaint.

Section 3. The employee should bring to the attention of his/ her supervisor any area of conflict within the core document/ performance plan as opposed to what the employee is currently performing.

Section 4. Any proposed changes in the core document/performance plan will be discussed with the employee so that the employee is aware of the changes. A copy of the new core document/performance plan will be furnished the employee.

Article 31. BLOOD DONATIONS

Employees who wish to donate blood to authorized donation centers may be allowed up to four hours of administrative leave. Supervisors have the right to disapprove time off to donate blood if workload dictates. If the blood bank is located outside the Tacoma-McChord commuting area, an amount not to exceed the constructive amount of time that would be required to travel to and from Tacoma will be granted. An exception to the constructive travel time to and from Tacoma would be where a special emergency request for blood comes from a hospital outside the Tacoma area. The full amount of travel time that may be required to and from the distant area may be granted by management upon review of the circumstances. In the event a donor slip is requested by a supervisor, the request will be made in advance.

Article 32. GRIEVANCE PROCEDURE

Section 1. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis. The parties agree that every effort will be made to settle grievances at the lowest possible level. Dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty or desirability to the employer, but will be construed as a positive effort to correct a perceived problem. This is the exclusive procedure for resolving grievances except as provided for in Sections 2 and 3 below.

Section 2. A grievance is defined as any complaint:

a. By any bargaining unit member concerning any matter relating to the employment of the employee;

b. By any bargaining unit member, the union, or the employer, concerning:

(1) A claimed breach of this Memorandum of Agreement; or

(2) Any claimed violation, misinterpretation of any law, rule or regulation affecting condition of employment.

Section 3. The sole exclusions to the negotiated grievance procedure are:

a. Those excluded by 5 USC Section 7121, which are summarized as disputes over Hatch Act violations; retirement, life, and health insurance; suitability suspension or removal on national security grounds; examination certification or appointment; a classification of a position not resulting in reduced pay or grade; and

b. The content of published agency policy.

c. Non-selection for promotion from a group of properly ranked and certified candidates.

d. An action terminating a temporary promotion within a maximum period of four years and returning the employee to the position from which temporarily promoted or to an equivalent position.

e. Non-adoption of a suggestion or disapproval of a quality salary increase, performance award, or other kind of honorary or discretionary award.

f. A proposed notice of disciplinary action.

g. Termination of probationary/trial or temporary employees.

h. Matters subject to statutory appeals procedures, excluding Reduction in Force, when the employee elects to pursue the appeals procedure in lieu of this grievance procedure. Nothing in this agreement shall constitute a waiver of any further appeal of review rights permissible under Statute. When an employee or the union alleges a violation of the RIF procedures, the union and/ or the employee will present the alleged violation in writing to the Selfridge CPF Affirmative Employment Section within seven calendar days after receipt of the written RIF notice. A meeting will be scheduled between a Selfridge CPF office representative and the employee and/ or union representative ASAP but no later than 20 working days of receipt of the employee's written allegation. A decision on the alleged violation will be issued ASAP but no later than 20 working days after the meeting.

Section 4. Appeal and Grievance Options

As provided for under Title 5, USC, Section 7121, matters covered under Section 4303, 7512 and 2302(b)(1) of Title 5 may, at the discretion of the aggrieved employee, be raised under the appellate procedures of Section 7701 of Title 5 (Merit Systems Protection Board (MSPB)), EEO complaints procedures or under the negotiated grievance procedure, but not both. When an employee files a written notice of appeal they may no longer grieve the issue. When an employee files a grievance on time, in writing, in accordance with the provisions of this negotiated grievance procedure they may no longer appeal the issue. A decision notice causing an employee to be adversely affected, for which they can exercise the option provided for in this section, shall provide appropriate information on the timely filing and appropriate options available. If the employee elects to use this negotiated grievance procedure, the written grievance may be introduced at Step 3 or arbitration except for complaints of discrimination which may be introduced at Step 1 or higher. Discussions between an employee and an EEO counselor will not preclude an employee from opting to select this grievance procedure if the grievance is otherwise timely.

Section 5. Statutory Appeals Covered

a. 5 USC Section 7512 - Adverse actions which are: (1)

- (1) removal;
- (2) a suspension for more than 14 days;
- (3) a reduction in grade;
- (4) a reduction in pay; and
- (5) a furlough of 30 days or less.

b. 5 USC Section 4303. Adverse Actions Based on Unacceptable Performance which are:

- (1) a reduction in grade;
- (2) a removal.

c. 5 USC Section 2302(b)(1) - Complaints of Discrimination

Section 6. Grievability/Arbitrability. If either party considers a grievance non-grievable or non-arbitrable, the original grievance may be amended to include the issue of grievability / arbitrability. The issue will be decided by an arbitrator in accordance with the arbitration procedure contained in this agreement. Prior to the request for arbitration, the Selfridge CPF will be notified, in writing, by the union at least two workdays prior to the request being submitted. If the Selfridge CPF decides the issue is grievable/arbitrable, the grievance will be re-introduced at the step where it was declared non-grievable/non-arbitrable.

Section 7. General Provisions

a. Only the parties to this agreement and the employees within the unit, as defined in Article 2, are entitled to use these procedures. Any employee of the unit may utilize these procedures up to but not including arbitration without the intervention of the union as long as any adjustment is not inconsistent with the terms of this agreement and the union is given an opportunity to have an observer present at the proceedings of the employee's grievance.

b. An identical grievance by two or more employees will be considered as a single grievance so long as the relief may be mutually granted. An employee may withdraw from a group grievance, in writing, any time before a decision is rendered; however, he/ she may not later initiate the same or a substantially similar grievance.

c. An employee grievance over a written decision to discipline may be introduced under Step 2 of the procedures.

d. Grievances over promotion actions (except the exclusion noted in Section 3c above) will be an exception to the procedural steps in Section 8, if the matter at issue involves the application of the Merit Promotion Plan by the Selfridge CPF. Such grievances will initially be submitted in writing to the Selfridge CPF for possible resolution. If the grievance is not satisfactorily resolved, the grievance may be submitted under Step 3 of Section 8, provided it is received within seven calendar days following the reply to the grievance by the Selfridge CPF.

e. At any step of the negotiated grievance procedure when a management deciding official designates someone to act on his/her behalf, the designee will have complete authority to render a decision at that step and will be the one to render the decision. The designee will not be the deciding official from the previous step.

Section 8. Other Provisions

a. Use of Official Time - A reasonable amount of time without charge to leave will be allowed as follows:

(1) To an employee to discuss informally, with his/her first-line supervisor, any complaint he/she may have.

(2) To the unit Vice President to discuss and resolve any complaint the union may have concerning the interpretation or application of this agreement under the provisions of Section 9 of this Article.

(3) To the employee and/or a union representative, or representative approved by the union, to prepare and present a grievance under these procedures.

(4) To a union observer where these procedures provide for such an observer.

(5) A reasonable amount of official time for the employee and union representative to prepare for the arbitration hearing.

b. Representation Rights - When an employee decides to file a grievance under the grievance procedure, he/ she must make a decision whether or not to be represented by the union in the processing of the grievance. The following procedure will be utilized based upon the employee's decision:

(1) If the employee decides to have representation in the processing of the grievance, he/ she will contact a union steward. The union will represent the employee throughout the grievance procedure.

(2) If the employee chooses not to be represented by the union in a grievance action, the union has the right to be present at any step of the grievance process.

c. Time Limits

(1) Failure on the part of a grievant to comply with the time limits specified in this procedure may be cause to deny or terminate the grievance.

(2) Failure to render a decision within prescribed time limits authorizes the initiator to advance the grievance to the next step.

(3) If an interpretation of a regulation or directive is required the grievance will be suspended until the appropriate authority gives a written interpretation of the regulation.

(4) When a grievance is initiated at a step higher than Step 1, the time limits of Step 1 apply.

(5) Time limits at any step of the procedure may be extended by mutual consent of the parties.

d. Contents of Grievance - All grievances must be in writing and contain, as a minimum, the following:

(1) Name of the grieving employee or statement that the grievance is filed on behalf of the union or employer, with appropriate signature.

(2) The specific nature of the grievance, and if it involves interpretation of the Memorandum of Agreement, the specific provision(s) in question. If involving a rule or regulation, the specific portion of the rule or regulation violated.

(3) If an employee grievance, a statement as to how the employee is personally affected.

(4) If a union grievance, a statement as to how the union is affected.

(5) The specific corrective action or remedy requested or desired. Remedies may not include any disciplinary action or other sanctions against a supervisor or other management official.

(6) If an employee grievance, a statement as to the employee's representation or lack of representation.

(7) If an employee grievance, a statement of the attempt to resolve it at Step 1 when it is presented at Step 2.

(8) Copies of any documents that may be relevant to the grievance. A grievance that does not conform with the above requirements may be rejected. Resubmission will be allowed, provided it is received by the appropriate official within seven calendar days following rejection and provided it conforms with the requirements of this subsection.

Section 9. Employee Grievance.

The following are the procedural steps that must be taken by an employee when filing a grievance under this procedure. Exceptions to these procedures are outlined in Sections 3 and 7 c and d. Except for grievance over appealable matters where the employee can exercise the option contained in Section 3, no grievance will be accepted unless it is presented in accordance with these procedures within 20 calendar days after the occurrence of the incident or event, or 20 calendar days after the date the grievant becomes aware of the incident or event which caused the grievance. Grievance options elected under Section 3, except discrimination complaints, must be filed within 20 calendar days from the effective date of the action. Discrimination complaints must be filed within 45 calendar days.

Step 1. The grievance will first be presented, in writing, to the lowest level supervisor with the authority to resolve the grievance in the work center where the incident occurred. The employee may be represented if so desired. The supervisor will meet with the employee and the union representative within seven calendar days in an attempt to settle the grievance. The supervisor will provide a written response to the grievance within seven calendar days after the meeting.

Step 2. If the matter is not satisfactorily resolved under Step 1, the employee, or employee's representative, may submit the matter, in writing, to Directorate within seven calendar days after receipt of the first step decision. The appropriate management official will meet with the grievant and representative within seven calendar days, and assure a written response within seven calendar days following the meeting.

Step 3. If the specific remedy requested is not granted under Step 2, the grievance will be submitted to the WADS Commander or designee within seven calendar days from the date the written response to Step 2 was received. The request for review must be in writing. The WADS Commander or designee will arrange to have a meeting within 14 calendar days. The WADS Commander or designee, will issue the final decision within 14 calendar days after the meeting is conducted. If the specific remedy requested is not granted or satisfactory settlement was not achieved, the union may invoke arbitration. In order to invoke arbitration, the request for arbitration must be received in writing, by the Selfridge CPF, within thirty calendar days from receipt of the decision on the grievance.

Section 10. Management-Union Grievances

Grievances by management or the union must be submitted by the complainant within 20 calendar days from the date of the incident or event creating the grievance or 20 calendar days from the date the complainant became aware of the incident. Grievances will be processed in Accordance with the following procedures:

Step 1. The Union President or his/her designee and WADS Commander or designee will meet within seven calendar days of receipt of the written grievance by the respondent. The respondent will furnish a written reply within 14 calendar days following the meeting unless the parties reach a written agreement at the meeting which resolves the grievance.

Step 2. If the remedy sought by the complainant is not granted or satisfactory settlement is not reached and the complainant wishes to pursue the matter, the complainant will notify the other party, in writing, of the decision to invoke arbitration. In order to invoke arbitration, the request for arbitration must be received, in writing, by the other party within thirty calendar days after

the conclusion of Step 1.

Section 11. Arbitration

a. Arbitration may be invoked by the union or the employer.

b. Within seven calendar days from the date of the written decision to invoke arbitration, the moving party shall request a list of arbitrators from either the Federal Mediation and Conciliation Service or such other organization as may be mutually agreed upon. Upon receipt of the list, the parties shall meet within seven calendar days to select an arbitrator. If agreement cannot be reached on a listed arbitrator, the parties shall each, in turn, strike a listed arbitrator from the list until one remains who will be the duly selected arbitrator. The first strike will be determined by a coin toss.

c. All costs of the arbitrator, to include the filing fee, shall be borne equally by the parties. The arbitration hearing will be held at McChord Air Force Base during shift hours of the normal work week. All participants in the hearing will be in a duty status if they would otherwise be in a duty status. The arbitrator will be requested to render a decision within 30 calendar days following the conclusion of the hearing.

d. The parties will meet for the purpose of jointly framing the issue(s) for the arbitrator. Should the parties fail to jointly frame the issue(s), each party will submit separate statements. The arbitrator may not grant a remedy to an issue not previously framed.

e. The arbitrator's award shall be binding upon the parties unless a timely exception is filed in accordance with the regulations of the Federal Labor Relations Authority.

Article 33. PERFORMANCE APPRAISAL SYSTEM

Section 1. The performance appraisal system as applied to bargaining unit employees shall be fair, impartial and non-discriminatory in nature.

Section 2. The following definitions apply to the performance appraisal system:

a. "Performance" means an employee's accomplishment of assigned duties and responsibilities.

b. "Appraisal" means comparison of an employee's performance of duties and responsibilities with performance standards.

c. "Performance Standards" describe the minimum level of accomplishment necessary for acceptable performance.

Section 3. Employees are informed of the job requirements upon entry into a new position. Each employee is encouraged to participate in the development of performance standards for his or her position. The performance standards are a joint effort of both rating official and the employee.

a. The supervisor makes the final determination as to the job elements, and the standards for each job element included in the plan.

Once performance standards are approved, the rating official will discuss performance expectations, goals and objectives contained in the plan with the affected employee at the beginning of each appraisal period (normally within 30 calendar days). In addition, the rating official will explain to the employee how overall performance will be rated if the employee passes all critical elements of the performance plan.

b. Performance standards will be made as objective as possible so that the employee's performance is observable and measurable. They must clearly define requirements and expectations of acceptable performance.

- c. The level of performance should be easily discernible, to both the employee and the supervisor. "Interact with skill", "utilizing basic skills of listening and relating with tact, interest and concern," "demonstrate" and "work effectively" are examples of standards which are overly broad and not reasonable attainable (37 MSPR 284).
- d. Application of the standards and elements is grievable at the time of application.

Section 4. Each core document/performance plan will accurately describe the primary duties assigned. Core documents/performance plans will be revised to reflect changes in primary duties. Job performance elements must reflect valid job requirements if they are to be used for rating purposes. The core document/performance plan is to be filed in Supervisor's Record of Employee, AF 971 file.

Section 5. Appraisal Rating:

a. An employee's performance rating will be a result of application of the standards of performance to the employee's performance on elements of the employee's work plan. The employee will be rated only on these elements. Employees will not be rated on elements they have not received training for or given the opportunity to perform.

b. The rating will reflect "meets" or "does not meet" on each element with an overall rating of Acceptable or Non-Acceptable per current Air Force directives. Upon completion of the evaluation of each element, an overall performance rating will be assigned in accordance with current Office of Personnel Management (OPM) and Air Force instructions.

c. When a rating of record cannot be prepared at the end of the appraisal period because the employee was not in the position for at least ninety (90) calendar days, the appraisal period will be extended until they have been in the position for ninety (90) calendar days. Thereafter, a rating of record will be prepared within thirty (30) calendar days. Input from previous supervisors or transferred ratings covering an employee's performance within the current appraisal period will be taken into consideration when deriving the next rating of record.

d. Relation of Performance Appraisal System to Personnel Actions:

(1) Awards. Awards will be design a ted by the employer. Awards will be granted on the basis of bullet statements in Part C of the Civilian Rating of Record, AF Form 860A. Managers will include a bullet statement(s) on all deserving employees. Bullet statement(s) will establish eligibility for an appropriate award for the employee. If bullet(s) are to be included, they are to be included prior to the employee signature. Reference WADSI 36-7.

(2) Promotions. Due weight will be given to performance appraisal consistent with the provisions of Air Force directives. When an employee has performed in the position for a minimum of 90 days, the rating official may complete an initial appraisal.

Section 6. Upon assignment of the rating, the employee will sign the form which signifies receipt of the rating only. If the employee refuses to sign the form, the rating official writes, "Employee chose not to sign" on the form and days the form. Distribution of AF Form 860A on which the rating is assigned will be as follows:

- a. The original will be retained m the Supervisor's Record of Employee, AF 971 file.
- b. A copy will be furnished to the employee for personal retention.

Section 7. A mid-term discussion of an employee's performance between employees and their supervisors will be conducted using AF Form 860B during the 1 Oct - 30 Nov time period annually, if possible. A copy of the supervisor's mid-term evaluation of an employee and a copy of the employee's self evaluation will be maintained in the Supervisor's Record of Employee (AF 971) file for the duration of the current evaluation period. If the employee's performance is not meeting acceptable standards, the supervisor will advise the employee of the deficiencies. Supervisors will inform employees of their tentative ratings and factors as of the date of the discussion. Supervisors will advise employees, when requested, of performance required to qualify for an award. Supervisors are authorized to provide additional feedback sessions.

Section 8. During the appraisal conference, the employee may request union representation. Employee and union participation shall be in a duty status provided they would otherwise be in a duty status.

Section 9. Any employees receiving a "Does Not Meet" rating will be placed on a Performance Improvement Plan (PIP) to help the employee perform better on the job. The employee must be informed of the performance standards that must be attained in order to reach acceptable performance. The rating official will monitor performance to help identify remedial or developmental training necessary for an employee to meet specified performance standards. Rating

officials may include training requirements or assignments which focus on improving future performance in an individual PIP.

Section 10. Any disputes over formal appraisals rendered will be subject to the negotiated grievance procedure. The tentative mid-term rating is not grievable.

Article 34. TOBACCO USE

Section 1. Western Air Defense Sector supports the recommendations of the U.S. Surgeon General to ensure healthy working conditions with an environment reasonably free from contaminants, but that the use of tobacco products is legal and an employee's right.

Section 2. The employer agrees to provide, to the extent possible, a smoke-free, healthful environment for non-smokers and employees who choose not to utilize tobacco products.

a. The parties agree that employees 'will only be authorized to smoke in areas designated for smoking.

b. Nonsmoking is the Western Air Defense Sector norm.

c. Both parties agree that other tobacco habits may offend co-workers and visitors. Employees who use other tobacco products should refrain from their use in work centers or public areas.

Section 3. When possible, prior to designating smoking areas, the employer will meet and confer with a union steward over the new smoking areas and other appropriate arrangements consistent with this agreement.

Section 4. For tobacco cessation program information refer to Article 10.

Article 35. PUBLICITY

Section 1. To the extent possible, the employer will furnish separate bulletin boards for exclusive union use. If the employer cannot furnish separate bulletin boards, the union will be allowed to furnish separate bulletin boards for their exclusive use where wall space permits. Where space is not available for a separate union bulletin board, spaces will be made available on the existing work center permanent bulletin board.

Section 2. Material posted on the union bulletin board will be items of interest to members of the unit. The union will assure no derogatory information will be posted. Material will be posted and removed by the union. It will be the responsibility of the union to keep the union bulletin board current and neat.

Section 3. The union may submit articles of general interest to Federal employees to the SKYWATCH editor. Articles must be submitted in accordance with WADS publication guidance and will be published on a space available basis.

Section 4. The WADS telephone list will contain the name and telephone number of the union office commencing with the next regular issuance. The union will be responsible for furnishing, in writing, the correct and current information and any subsequent changes prior to the issuance of the directory.

Section 5. The WADS will be responsible for printing the agreement.

Section 6.

a. The employer agrees to distribute Local 1501's newsletter through the base information transfer system (BITS). The employer is held harmless for content of the newsletter and the union accepts full responsibility for any action, legal or otherwise, that may arise as a result of material contained in the newsletter.

b. The union can use BITS for mailing.

Article 36. CHILD CARE

Section 1. Civilian employees of WADS may use the child development facilities at McChord AFB.

Section 2. Civilian employees may enroll dependents in the Child Development Center not to exceed 10% of the total enrollment.

Section 3. Civilian employees will be placed on waiting lists on an alternating basis with military personnel.

Section 4. Alternating waiting lists will be established for each age group.

Section 5. All rules will apply equally to military and civilians.

Article 37. MERIT PROMOTION

Internal candidates should be considered whenever possible. Ultimately, management reserves the right to select from any source.

Article 38. DURATION OF AGREEMENT

Section 1. This agreement will remain in full force and effect for four years from the date of approval by DoD's Field Advisory Service. Renegotiations using interest based bargaining will commence within 30 days of termination if notice is given by either party. After the initial four year period, either party may re-open negotiations by presenting a written request to the other party during a re-opener period. The re-opener period will be in effect not more than 105 days and not less than 60 days prior to the four-year anniversary of the effective date. In the event that neither party gives written notice within the above time limits, this agreement shall be automatically renewed for one year and will continue to renew itself every year until one of the parties request to renegotiate the agreement.

Section 2. Either party may give written notice of its intent to re-open this agreement within 30 days prior to the 24 month anniversary of the date this contract was signed locally. Such notice will be limited to no more than six articles currently in the agreement or six new proposals. The parties will meet within 14 calendar days after the receipt of the request to re-open this agreement for the purpose of negotiating ground rules, unless other arrangements are made by concurrence of the parties.

Signed this 6th day of May 2004 at Western Air Defense Sector, McChord Air Force Base, Washington.

For Local 1501, AFGE

For Western Air Defense Sector

Approved by the Department of Defense on 8 June 2004, to be effective 8 June 2004.