

## ARTICLE 1 - PREAMBLE

1.1 Parties: This Agreement is entered into between the Commander, Second Support Group, Barksdale Air Force Base, Louisiana, hereinafter referred to as the Employer, and the National Federation of Federal Employees, Local 1953, hereinafter referred to as the Union. Collectively the Employer and the Union shall be known as the Parties.

1.2 Bargaining Unit: The Bargaining Unit, hereinafter referred to as the Unit, covered by this Agreement and represented by the Union, is composed of all professional and non-professional civilian employees, paid from appropriated funds of the Barksdale Air Force Base and the non-base tenant organizations serviced by the Civilian Personnel flight, 2 MSS/DPC. Excluded are all management official, supervisors, and employees described in 5 U.S.C. 7112(b) (1) (2) (3) (4) (6) and (7).

1.3 Controlling Authorities: In administering all matters covered by this Agreement, officials and employees are governed by existing or future laws and regulations of a higher agency level, including policies set forth in Government-wide regulations, by published Air Force and Air Combat Command (ACC) policies and regulations existence at the time this Agreement is approved by DoD Field Advisory Service and by subsequently published agency policies and regulations of appropriate authorities.

1.4 Public Interest: The public interest is furthered by the statutory protection of collective bargaining.

1.5 Recognition: The Employer recognized that the Union is the exclusive representative of all Unit employees.

## ARTICLE 2 - RIGHTS AND RESPONSIBILITIES OF EMPLOYER AND UNION

### 2.1 Employer's Retained Rights:

A. Nothing in this Agreement shall affect or unreasonably delay the exercise of the authority of any management official or supervisor at this activity;

(1) To determine the mission, budget, organization, number of employees, and internal security practices of the agency and activity;

(2) In accordance with applicable laws,

(a) To hire, assign, direct, layoff and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(b) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

(c) With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion; or any other appropriate source;

(d) To take whatever actions may be necessary to carry out the agency mission during emergencies;

(e) To determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work

project, or tour of duty, or on the technology, methods, and means of performing work.

B. Retention of Residual Authority: All residual, discretionary authority not included in 2.1A. above, is retained by the Employer unless specifically excepted by the terms of this Agreement. The exercise of this residual authority by the Employer shall be consistent with controlling authorities referenced in paragraph 1.3 of this Agreement. This section does not eliminate the Employer's obligation to provide the Union an opportunity to request impact and implementation bargaining when the Employer makes substantive changes using this authority.

## 2.2 The Parties Responsibilities:

A. The Employer recognizes the Union as the exclusive representative of the Employees, and that the Union is entitled to act for them and negotiate agreements covering unit positions.

B. The Union acknowledges the responsibility and agrees to represent the interests of all employees without regard to membership in the Union and without discrimination because of race, color, religion, sex, age, national origin or physical/mental handicap.

C. The Parties encourage all employees to attempt to resolve grievances at the lowest supervisory level.

D. The Parties agree to demonstrate a responsible attitude and to maintain high standards of judgment in conducting labor relations business.

## 2.3 Dispute Settlement:

A. The Parties to this agreement recognize that it is in the best interest of all Parties concerned that disagreements and disputes be resolved amicably and promptly. It is therefore agreed that employees, the Union and the Employer will attempt to resolve all grievances, complaints, disputes and charges of unfair labor practices at the lowest possible level in accordance with the applicable procedure. The Parties further agree that no penalty or reprisal will be taken for having filed a complaint, grievance or charges of unfair labor practices.

B. In the event the Employer or the Union believes that an unfair labor practice has occurred, the matter will be resolved in accordance with the following:

(1) The charging Party (the CPO or designee for the employer; the Union president or designee for the Union) agrees to give the other Party (the CPO or LRO or designee for the employer, the Union president for the Union) a 10 calendar day notice of intent to file a charge of unfair labor practice.

(2) The notice may be oral or in writing but must contain sufficient information and specificity to identify and clarify the basis for the charge to promptly investigate the matter and take appropriate corrective action to resolve the matter if possible.

(3) Within five (5) days after the notice of intent to file is provided, the Parties agree to meet and attempt to resolve the matter informally.

(4) If the Party against whom charges will be filed refused to participate in the above procedure, the charging Party may proceed to file charges directly with the appropriate Federal Labor Relations Authority.

C. Nothing in this Agreement is intended to preclude either Party from using the procedures established by the FLRA to resolve charges of unfair labor practices. Therefore, the provisions of this agreement may be waived if either Party would be prevented from meeting the statutory six month time limit to file a ULP.

### **ARTICLE 3 - RIGHTS AND RESPONSIBILITIES OF EMPLOYEES**

3.1 Employee Protection: Employees in the Unit shall be protected in the exercise of their right, freely and without fear of penalty or reprisal, to form, join, and assist any labor organization, or to refrain from such activity,. Except as otherwise provided in 5 U.S.C. Chapter 71, such right includes the right to act as a representative for a union.

3.2 Informal Complaints: Every Unit employee, regardless of Union membership, has the right to bring matters of personal concern to appropriate Union officials or the Employer without recrimination, direct, indirect, or implied, or from choosing his or her own representative in a statutory appeal action. Appointments with the Union or Employer for this purpose will be arranged in advance at a mutually agreeable time. Employees will obtain release by their immediate supervisor or designee from official duties prior to the meeting.

3.3 Union Membership and Representation: Nothing in this Agreement shall abolish an employee's right or require an employee to become or remain a member of a labor organization except by a voluntary, written authorization by a member for the payment of dues through payroll deductions. The Employer shall not discipline or otherwise discriminate against any employee because he or she has filed a complaint or given testimony under the Civil Service Reform Act, the negotiated grievance procedure of this Agreement, or any procedure available under this Agreement for redressing wrongs to an employee. Unit employees have the right to be represented by the Union without discrimination or without regard to membership in the Union. Employees retain the right to express their personal views when different from those views presented to the Employer by the Union. The employee will designate their representative in writing. Any change in representative shall be at the election of the employee and made in writing.

3.4 Internal Union Activity: Employees shall be permitted to conduct internal Union activity in non-duty areas and during the non-duty time of all employees involved. Employees may conduct internal Union activity in work areas during the non-duty time of all employees involved. Such Union activity must not interfere in any way with the work of the agency or any employee of the agency.

3.5 Employee Responsibilities: Employees are responsible for personal compliance with regulations and policies and procedures governing safety, security, discipline, performance, productivity and other conditions of employment. The Union agrees that a strike, job action, slow down, sick-out, or any other withholding of services is illegal. The Employer will periodically, at least annually, notify the employees against such action.

3.6 Employee Accountability: An employee is accountable for the performance of official duties and compliance with standards of conduct for Federal employees. The Employer affirms the right of an employee to conduct his or her private life as he or she deems fit, so long as such conduct does not reflect unfavorably on the Employer, or does not disrupt or adversely affect

the work of any employee at this activity. Employees shall have the right to engage in outside activities of their own choosing without being required to report to the Employer on such activities, except as require by law or regulation of higher authority. The union and Employer will not coerce or in any manner require employees to invest their money, donate to Union political activity, charity, join unions, or participate in activities or meetings.

#### **ARTICLE 4 - UNION REPRESENTATION**

4.1 Formal Representation: The Union shall be given the opportunity to be represented at formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of Unit employees.

4.2 Meet and Confer: The Employer agrees to meet and confer with the Union on changes having substantial impact on personnel policies, or practices and matters affecting general working conditions that have been initiated by the Employer. The union shall be given a copy of the proposed issuance and is to make a response within 14 calendar days from the date of receipt.

4.3 Current Listing of Union Officers and Union Stewards: The Union shall provide the Employer a complete listing of all NFFE, Local 1953, officers and stewards. The list shall be in writing and shall state each steward's geographical responsibility. The list will be maintained on a current basis. The Employer agrees to post the list on appropriate bulletin boards. The Union shall normally assign stewards in the organizational or geographical areas where they are employed.

4.4 Union Stewards: The Union shall furnish and maintain with the Employer a current list of all authorized officers and stewards and their assigned organization and will promptly notify the Employer of any change in designated stewards.

4.5 Stewards' Absence From Duty: Union stewards will normally be authorized absence from duty stations when the immediate supervisor or designee has been informed of and approves the time, purpose, area and estimated duration of a meeting where the steward's presence is required. If immediate release is not possible, the supervisor or designee will arrange a release for the earliest practical time. The steward will contact the supervisor or designee of the person the steward is to see to ascertain availability of that person. Upon returning to their work sit, the steward will report their return to their supervisor or designee.

4.6 Non-Employee Representation: National representatives and other agents of the Union not employed by the Employer may participate in meetings between the Parties. They shall be admitted to offices of the Employer subject to security and other base regulations. The Union will give prior notification to the Employer of any impending visit to a supervisor or management official. The Union agrees to promptly notify the Employer (2 MSS/DPC) whenever non-employee representatives are on the installation.

4.6 Non-Solicitation of Grievances: The Union and management agree to refrain from soliciting grievances. Soliciting grievances does not mean advising employees of their right to file a grievance.

#### **ARTICLE 5 - USE OF OFFICIAL TIME**

5.1 General: The Employer agrees to allow elected officials and appointed stewards a reasonable amount of official time, if otherwise in a duty status, for performing representational duties. The Union representative will

normally be granted official time at the time requested. If workload considerations preclude approval, the supervisor or designee shall advise the Union representative when release will be possible. The amount of time will be determined on a case-by-case basis and will take into consideration the scope and complexity of the specific function.

5.2 Authorized Functions: Union stewards and officials will be allowed official time when representing the Union or employees while;

A. Investigating, preparing, delivering paperwork and meeting with management officials to resolve grievances when designated in writing by the employee.

B. To serve as the union observer at grievances when the employee does not designate the Union as a representative.

C. To serve as the designated union representative in presenting a union grievance to a Management official.

D. Serving as a Union representative at third party hearings.

E. Designated by the union to represent the labor organization during consultation and negotiation with organizational Management officials.

F. Representing the Union at meetings as specifically provided in other articles of this Agreement.

G. Attending an investigatory interview between and employee and supervisor or designee, if the employee has a reasonable basis to believe that a disciplinary action might result and the employee requests the presence of a representative of the Union.

H. Serving as an agent of the Employer when assigned to participate as a data collector in a wage survey.

5.3 Duty Time for Employees: Employes will be granted a reasonable amount of duty time to present grievance, to prepare and present appeals where authorized by applicable regulations, and for such other functions expressly authorized by this Agreement.

5.4 Functions for Which Official Time is Not Authorized: No official time shall be authorized for functions not listed or referenced in this Article, unless mutually agreed to by the Parties. Official time is prohibited for any activity performed by and employee relating to the internal business of the Union. This includes, but is not limited to, solicitation of membership, election of Union officials, preparing proposals not solicited by the Employer, the Union's decision process required to take a case to arbitration, or the decision to file and preparation of an Unfair Labor practice (ULP) change.

5.5 Official Time Record Keeping: To properly account for the use of official time, officials and stewards will provide their supervisor the following information when asking permission to perform representational duties:

A. Name of employee or supervisor to be contacted.

B. Nature of contact sufficient for the supervisor to assure compliance with the Agreement and documentation of the official time.

C. Expected duration of meeting.

D. Location of meeting.

Union representatives will always inform the supervisor or designee at the worksite of their arrival and departure in the worksite of employees they have approval to visit.

5.6 Leave Policy: If the Union designates representatives as delegates to any legitimate Union activity requiring absence, the Employer may grant such employees annual leave depending on the number of representatives so delegated. The union will notify each representative's supervisor or designee, and 2 MSS/DPC at least two weeks prior to the time of the requested absence.

**ARTICLE 6 - "NO NOTICE" TESTS**

6.1 Purpose: It is recognized by the Parties that such "no notice" tests will occur so that the effectiveness of the activity can be adequately assessed. The union clearly and unmistakably recognizes the right of the Employer to conduct periodic "no notice" tests designed to evaluate the base's capability to react to emergency situations.

6.2 Notification: Since emergency situations occur without notice, simulation situations must be run under the same conditions to identify and project and improve the Employer's reaction capabilities. The Union will be notified as soon as practical after official base notification.

6.3 Impact and Implementation (I&I): I&I bargaining request by the Union will be honored. The Employer agrees to expend a good faith effort to reach agreement prior to the start of the exercise. Request by the Union to delay the start date and time of the tests cannot be honored. If agreement is not reached prior to start, bargaining will continue with retroactive application to the extent possible.

**ARTICLE 7 - DETAILS AND WORK ASSIGNMENTS**

7.1 Purpose: Details are official personnel actions by which the employee receives credit for experience and training while the employee is assigned away from their official position, but receives the salary of their official position. Employees, when detailed for periods of less than 30 calendar days, should submit a SF-172, and the employee forwards to the Civilian Personnel Flight. Supervisors or designee may not non-competitively detail employees to other jobs to exclusively provide employees qualifying experience.

7.2 Procedure to Establish: Employees may be verbally detailed, for periods up to 30 days, under conditions authorized by applicable regulations. No official written notice need be given, except that the supervisor or designee will discuss with the selected employee, the reasons for the action, nature of duties and responsibilities to be performed and the approximate or proposed length of the detail. When a detail assigns an employee to duties other than his/her official job description for over 30 day, but not more than 120 days, an SF-50 will be prepared. The Employer agrees that employees should be paid consistent with the duties and responsibilities of the position to which he/she is placed. Therefore, supervisors or designee will consider temporary promotion of employees detailed into higher graded unit positions where it is reasonably expected that the detail will exceed 60 days. While there are circumstances that may require continuing detailing of an employee, supervisors or designee will not ordinarily repeatedly detail an employee nor use details as a means of reprisal. When a detail is to an established position of higher grade for a period of over 120 calendar days,

and when temporary promotion is determined to be feasible, the competitive provisions of the Air Force Merit Promotion Plan will apply.

7.3 Usage: Details will be assigned IAW governing directives. In addition, such matters as assignments that enhance qualification, offer promotion possibilities, or entail other benefits will be fully considered.

7.4 Part-Time Employees: The assignment of extra work hours to part-time employees is a function of Management. Extra part-time hours should be kept to a minimum consistent with the accomplishment of the mission. Part-time employees will have an equitable opportunity for extra work hours. Selection will be based on the availability of the employee and the qualifications skills, and experience needed by the Employer.

#### **ARTICLE 8 - TYPES OF ABSENCES**

8.1 Annual Leave: Employees earn annual leave in accordance with applicable laws and regulations.

A. The Employer agrees to grant annual leave to employees consistent with workload requirements. Approval of requests for annual leave, for unforeseen and emergency reasons, will be considered as the circumstances warrant. The Employer will not direct an employee to use annual leave except under the kinds of conditions authorized by government-wide directives and AF instructions.

B. Employees will project annual leave in January of each year. Every reasonable effort will be made by employees to assure their leave requests are consistent with workload requirements. An effort will be made to satisfy the desires of employees and provide an opportunity for two consecutive weeks of annual leave. Requests for first and second choices will be provided to the supervisor on a SF-71 by 31 January. Upon approval of the leave schedule, employees will be informed. When the leave-approving supervisor or designee finds it necessary to cancel previously scheduled leave, the reason will be explained to the affected employee. Employees will be given two weeks advance notice of cancellation of scheduled leave unless due to unforeseen and uncontrollable circumstances. The Employer agrees, when practical and the employee has submitted a timely and reasonable leave schedule, that annual leave will be schedule so that employees will not lose annual leave.

8.2 Unscheduled Annual Leave: Request for annual leave, not scheduled in accordance with paragraph 8.1, above, will be requested in advance and subject to approval based on operational requirements. It is agreed that the employee will request annual leave as far in advance as possible. The fact that an employee does not request unscheduled annual leave a certain number of days in advance will not be the reason for denying annual leave.

8.3 Emergency Annual Leave: This is an emergency situation which prevents employees from reporting to work due to reasons beyond reasonable control or ability to anticipate. To request leave due to an emergency, the employee will contact their supervisor or designee at the earliest practical time, normally within two hours after schedule reporting time.

8.4 Sick Leave and Advanced Sick Leave: Employees shall accrue sick leave in accordance with applicable laws and regulations. The union joins the Employer and agrees to encourage employees to conserve sick leave so it will be available to them in case of extended illness.

A. Sick Leave, if available, may be granted to employees when they are incapacitated to perform their duties due to bonafide illness or injury, or in other circumstances as set forth in applicable regulation.

B. Employees shall be required to provide a medical or personal certificate to substantiate requests for approval of sick leave when such leave extends more than three consecutive workdays. When the leave approving supervisor or designee has reason to believe that an employee has abused sick leave the employee will be counseled in an attempt to resolve the problem or improve the employee's sick leave usage. After counseling, the employee may be required to furnish adequate medical certification for any period of sick leave. Appropriate notation of the counseling should be made in the Employee Work Folder. If a medical certificate is required for all sick leave absences, the employee should be notified in writing of this requirement.

C. An employee, who was not attended by a physician, may submit a personal certificate setting forth the circumstances to support requests for sick leave in excess of three (3) work days. Approval of the certificate will be at the discretion of the supervisor or designee. The supervisor or designee shall not arbitrarily disapprove sick leave.

D. It is agreed that employees desiring medical, dental, or optical examination treatment, should make every effort to schedule such appointments after work hours or on non-duty day. Where this is impractical, requests for sick leave to cover such examinations or treatment shall be submitted as far in advance as possible and shall specify the data and time of appointment.

E. It is agreed that employees are responsible for notifying their immediate supervisor or designee, or higher level supervisor, when they are prevented from reporting for work because of an incapacitating illness or injury. Such requests for sick leave shall be made as soon as possible, but normally not later than two (2) hours after the start of the employee's regular shift, on the first working day of absence. For sick leave of three (3) consecutive work days or less, there will not be a mandatory requirement for the employee to call in each day if the supervisor or designee has been informed in advance of the duration of the absence. During extended absences, the employee shall periodically notify their supervisor or higher level supervisor.

8.5 Leave Without Pay: Employees who do not have leave to their credit and wish to take leave for emergencies (or other necessities) may be granted leave without pay upon request, at the Employer's discretion. Employees may also, at the Employers' discretion, be granted leave without pay, upon request, if they have leave to their credit but for some reason chose not to take it. The possibility of granting advance sick leave or advanced annual in lieu of leave without pay will be examined in each individual case and will be granted at the Employer's discretion. At Employer's discretion, leave without pay may also be granted, in accordance with applicable regulation, on an extended basis for educational purposes, or while awaiting action on a disability retirement or Office of Worker's Compensation Program (OWCP) claim.

8.6 Military Leave: Military leave will be granted to employees in accordance with applicable regulations.

8.7 Court Leave: An employee who receives a subpoena to appear for jury duty or as a witness in a judicial proceeding will contact their immediate supervisor or designee for further guidance. The first-level supervisor or designee shall explain the provisions of the appropriate Air Force instruction to the employee(s) if necessary.

8.8 Voting Leave: Subject to proof of registration to vote, an employee requesting time off to vote will be excused without charge to leave for the amount of time necessary to report to work three hours after the polls open or to leave three work three hours before the polls close, whichever requires the least amount of time off. Normally, where the polls are open either three hours before or after the employees regular duty hours, no time off is granted. Official time off to register to vote may be granted if the employee cannot register on a non-work day and round trip travel reasonably can be accomplished in one day. The above provision will be in compliance with appropriate OPM directives and AF regulations.

8.9 Religious Observance: There are no official observances of religious holidays. Insofar as practical, employees wishing to observe religious holidays are allowed time off for that purpose. If circumstances permit, work schedules may be rearranged to provide substituted work time. Otherwise, the absence is changed to annual leave or leave without pay.

#### **ARTICLE 9 - HOLIDAYS**

Barksdale employees are afforded ten (10) official holidays as authorized by appropriate OPM directives and AF regulations.

#### **ARTICLE 10 - CIVILIAN BLOOD DRIVE**

The Air Force encourages its employees to volunteer as blood donors without compensation. An employee should be excused from work without charge to leave for the time necessary to donate blood, for recuperation following blood donation, and for necessary travel to and from the donation site. The maximum excused time should not exceed four hours, except in unusual cases. When the employee must travel a long distance or when unusual need for recuperation occurs, up to an additional four hours may be authorized.

#### **ARTICLE 11 - POSITION DESCRIPTIONS**

11.1 Entitlement: Each employee is entitled to an adequate and accurate position description (PD) as certified by the supervisor or designee.

11.2 Adverse Impact Notification: The Employer will promptly advise the Union of position changes that may, in the opinion of a qualified classifier, result in change to lower grades for unit employees. The supervisor or designee has the responsibility to advise unit employees of their assigned duties and of the grade controlling aspects of their positions. Supervisors or designee will advise employees of their right to review classification standards and their grievance and appeal rights. When authorized and requested by the employee, the Union will be provided relevant documents related to a position description change.

11.3 Employee Grievance: Before a Unit employee appeals the classification of their own position, their position description should be correct and adequate. The employee may grieve the adequacy of the description if not satisfied with the supervisor's or designee's explanation of the certified position description. The burden of proof shall be borne by the employee to demonstrate a reasonable basis for filing such a grievance. Once the position description has been determined to meet the standard of adequacy stated in appropriate regulations, the employee may proceed with a classification appeal.

#### **ARTICLE 13 - LOCAL WAGE SURVEY**

13.1 Employee Participation: Normally each year, when ordered by DoD Wage Fixing Authority, the installation will conduct the Federal Wage Survey. All employees who participate in this survey will be on official duty time when taking part in data collection activities.

13.2 Funding: The Employer agrees to abide by Chapter VIII of DoD Directive 5120.39, Guide for Conducting FWS Surveys, in determining the means of transportation to be used in collecting data. If privately-owned vehicles are determined to be the method of transportation, POV owners will be reimbursed for vicinity travel expenses upon presentation of a properly completed and certified voucher.

13.3 Publicity: After the completion of the survey, the Employer agrees to publicize the results of the wage survey. The Local Wage Survey Committee will determine the means of providing publicity. The new approved wage scale will be published in the periodic Civilian Personnel Newsletter.

#### **ARTICLE 14 - ON-THE-JOB TRANSPORTATION**

The Employer will assure that employees who require on-the-job transportation receive it, when government owned vehicles (GOV) are available and if requested. Privately owned vehicles normally will not be used on the job to transport government tools, equipment, and/or personnel fro reimbursement without prior approval of the Employer. Employees may use their privately owned vehicle on the job. If the Employer requests the employees to use their privately owned vehicles on the job, and the employee agrees, the employee will be reimbursed for use of their vehicle in accordance with applicable directives.

#### **ARTICLE 15 - MERIT PROMOTION PLAN**

15.1 General Provisions: The Parties agree that under the merit promotion policies of the Employer, the selection of employees for promotion will be made on the basis of merit. A sound promotion program is essential to assure the Employer is staffed by the best qualified candidates available, and to provide employees the opportunity to develop and advance to their full potential according to capabilities demonstrated in their work performance. The union will support the Employer's promotion policies and procedures to provide a visible and viable plan through which unit employees may develop and achieve a dynamic career.

15.2 Promotion Policy: The Employer agrees to promote Unit employees in a fair and equitable manner and IAW applicable AF instructions. Vacant positions will be filled through use of the computerized Promotion and Placement Referral System (PPRS) or other automated system.

15.3 Promotion Information: The Employer shall make a determined effort to maintain and improve employee understanding of promotion policies and procedures. The Employer agrees to provide merit promotion and career brief training to Union Officials on an annual basis. In addition, the Employer agrees to publish a list of competitive promotions on a quarterly basis. upon request, the Employer agrees to make available to employees information as to whether they were considered for a specific promotion and whether they were among those candidates referred for promotion consideration.

15.4 Priority Consideration: An employee who was not promoted or given proper consideration because of a violation will be given priority consideration on the next promotion or other placement action for which qualified at the same grade for which the employee missed consideration. This provision will not interfere with Management's right to select or non-select. Employees on grade retention will be entitled to priority placement

for a two-year period unless grade retention is terminated IAW applicable regulation. Further entitlement to priority consideration will be IAW applicable AF instructions

#### **ARTICLE 16 - CONTACTING OUT OF WORK**

16.1 Policy: It shall be the policy of the Employer to inform the Union of proposed cost studies of a Base function for contracting out.

16.2 Notification: At the end of the cost study, when the employer makes a final decision for or against contracting out, the Union will be promptly notified, at which time the Union will consider impact bargaining.

16.3 Implementation: A contact which will be implemented by the Employer, will not be awarded for a least 5 work days from the time bids are open.

#### **ARTICLE 17 - REDUCTION IN FORCE (RIF)**

17.1 Union and Employee Notification: The Employer agrees to notify the Union of proposed RIFs affecting permanent bargaining unit employees in any competitive level when reasonable offers of continued employment cannot be made or the grade or salary is adversely affected. The Employer further agrees to notify the Union as far in advance as practicable giving the approximate number of employees and competitive level to be affected as known at the time, the date the action is to be effected, and the reason for the reduction in force. The Union may form a committee to make suggestions for unit employees to the Employer on matters affecting the implementation of the RIF. Reduction in force, for the purpose of this paragraph, is as defined in Supplement 351-1 to the Federal Personnel Manual. If Unit employees are reached for placement action under RIF procedures, the union will be notified prior to notification of employees. Employees will be given written notification of impending placement action under RIF at least 60 days prior to the proposed effective date of the action. The employee's notification will include: type of appointment; retention subgroup; competitive level; service computation date; position title, series, and grade; current salary. The notice will include the reason for the RIF, how the employee was reached, position to be offered, if any, and the effective date of the action. Also included will be placement assistance to be offered, RIF appeal information and the right to review retention records. Information on possible eligibility for discontinued service will be included with grade retention information.

17.2 Status Reports: If a reduction in force occurs, existing vacancies will be used to the maximum extent that OPM and Air Force directives and funding limitations permit, to place in continuing positions employees who other wise would be separated. Union will be given periodic reports on the status of RIF actions impacting on Unit employees.

17.3 Placement Assistance: Any career or career-conditional employees who are separated because of reduction in force will be placed on the reemployment priority list in accordance with the eligibility provisions of applicable regulations. The employee's acceptance of a temporary appointment will not alter his/her right to be offered permanent employment.

17.4 Outplacement Program: The Employer agrees that is a reduction in force occurs, an active Outplacement Program will be implemented in accordance with all Federal regulations, such as DoD Priority Placement Program, Displaced Employee Program, and Air Force Reemployment Priority Program to help reduce adverse impact of RIF. Employees will be counseled concerning priority placement and priority referral rights under applicable regulations.

**ARTICLE 18 - PERFORMANCE MANAGEMENT PROGRAM (PMP)**

18.1 Performance Standards Criteria: All performance elements and standards will be applied in a fair and equitable manner and consistent with the duties and responsibilities contained in the employee's position description and classification standards for the job. A performance standard is a statement of the expressed measure of acceptable level of achievement in terms of the quality, quantity, and timeliness required for the performance of an employee's job.

18.2 Definitions: All terms used in this Article shall be used as defined in AFI 36-1001.

18.3 Establishment of Performance Standards: The employee will be strongly encouraged to participate in the identification of major elements of the employee's position, including the critical elements and the establishment of performance standards. During review of the employee's AF Form 860 or CORDOC by the 2nd level supervisor or designee, all inputs for elements and standards made by the employee will be available for review. The final determination of job performance elements and performance standards rests with management. The employee and supervisor or designee should meet approximately midway during the performance appraisal period to discuss performance. The meeting should be documented and retained in the employee work folder. During this discussion, the immediate supervisor or designee will identify to the employee what constitutes acceptable performance in the employee's position. The standards and elements shall be put in writing and signed by the employee and immediate supervisor or designee to signify that both parties have met to discuss and review the appropriate standards and elements.

18.4 Performance Appraisals:

A. Purpose: The performance appraisal shall be used to provide employees with information on their performance and how it may be improved. It will also be used as a basis for decisions to grant awards, grant or withhold pay increases, (e.g., within-grade increases, step increases, quality step increases), to reassign, promote and train employees, and to reduce in grade and remove employees.

B. Use: The performance appraisal system will be used to evaluate each employee during the appraisal periods on such standards; recognizing and rewarding employees whose performance so warrants; assisting employees in improving unacceptable performance; and reassigning, reducing in grade. Employees will be given an opportunity to demonstrate acceptable performance prior to considering removal for unacceptable performance.

C. All general schedule employees and federal wage grade employees will have an appraisal period from 1 April through 30 March each year, in accordance with AFI 36-1001.

D. Minimum Review Period:

(1) In the interest of providing for objectivity in a performance appraisal, the employee will normally have been under the supervision of his/her immediate supervisor for at least 90 days, in order to give the supervisor or designee ample opportunity to evaluate the employee's job performance.

(2) When an employee is appointed, reinstated, or transferred to the Air Force from another Federal Agency, a fully presumptive successful rating is automatically generated for the first 90 days of employment.

(3) Employees absent from their positions due to LWOP, military leave, extended sick leave or other authorized absences who work at least 90 days will receive regular appraisal ratings. Such employees who work less than 90 days may continue to carry their rating of record or be assigned an assumed rating of fully successful.

E. Inservice Placement Action: Employees reassigned, promoted, converted or changed to lower grade carry their current rating of record until the next annual appraisal is completed. When these actions occur late in the appraisal period, which precludes setting up a valid work plan and offering the employee a reasonable opportunity to perform all critical and most non-critical elements, the losing supervisor or designee will complete and submit an appraisal form to the gaining supervisor. The rating and reviewing officials of the gaining organization may use that form in determining the overall rating for the 30 March rating.

18.5 Application of Performance Appraisal: The performance appraisal given employees by their supervisors or designees shall be objective in accordance with the following:

A. The supervisor or designee will have employee performance discussions with the employee periodically, and at least annually. These discussions will be held privately. If the supervisor or designee determines the employee's performance is not at an acceptable level, the supervisor or designee will suggest ways for the employee to improve his/her performance to a fully successful level.

B. Annual performance appraisal ratings will be accomplished using appropriate Air Force form. All performance appraisals will be reviewed and approved by a reviewing official except where the reviewing official is the rating official, in which case the reviewing official's signature will serve as both. A follow-up may be held after the initial discussion. The performance appraisal will be completed and submitted, normally with time permitted to process or deny the employee's "Within Grade Increase" (WGI) as outline in AFI 36-1001.

C. If the employee's WGI is denied, he/she will be informed of the right to file a grievance or any appeal rights.

18.6 Unacceptable Performance: Before demoting or removing an employee for unacceptable performance, job performance elements, critical elements, and performance standards must have been established and communicated to the employee in accordance with appropriate IPM and Air Force directive. An employee may be reduced in grade or removed for unacceptable performance as follows:

A. Written Notice of Warning: Employees will be given a written notice with information that their performance is unacceptable and they have a minimum of 30 days in which to improve. The notice will identify the specific unacceptable performance deficiencies and what the employee must do to improve performance to a satisfactory level. The supervisor or designee will also assist the employee in improving performance.

B. Warning Period: If the employee is not demoted or removed because of performance improvement after the notice period, and the employee's performance continues to be acceptable for one year from the date of the advance written notice, any entry or other notation of unacceptable performance for which the action was proposed must be removed from the supervisor's and CPF records.

C. **Written Notice of Proposed Action:** If the performance remains unacceptable after the expiration of the warning period, the supervisor or designee will provide the employee a 30 day written notice of proposed action which:

(1) Identifies specific instances of unacceptable performance on which the proposed action is based and the critical elements involved in each instance of unacceptable performance.

(2) Allows the employee 15 calendar days from date of receipt of written proposed notice to answer orally and/or in writing.

(3) Informs the employee of right to be represented by a union representative, an attorney, or any other representative.

D. **Written Notice of Decision:** The decision to retain, reduce in grade, or remove shall be in writing and made after expiration of the 15 calendar day reply notice period. The notice shall contain the employee's appeal rights. The decision shall be concurred by an official who is in a higher position than the supervisor or designee who proposed the action.

18.7 **Assistance:** The procedures of the Employee Assistance Program in Article 19 of this Agreement must be considered and available to any employee who so requests, prior to initiating action based on unacceptable performance.

18.8 **Publicity:** The Employer agrees to publish annually the names of all recipients of suggestions awards.

#### **ARTICLE 19 - EMPLOYEE ASSISTANCE PROGRAM**

19.1 **General:** The Employer agrees to continue an Employee Assistance Program that meets the requirements of applicable laws, directives, and regulations. The program includes, but is not limited to, alcohol and drug abuse that could interfere with an employee's job performance or the job performance of their fellow employees. The Employer and Union shall discuss and negotiate, as appropriate, any proposed changes or recommendations relative to the program. The Employer and the union acknowledge that such problems may be resolved with proper treatment and workers can return to acceptable levels of productivity.

19.2 **Policy:**

A. If the supervisor or designee reasonably suspects that the employee has a drug/alcohol abuse problem, the supervisor will refer the employee for an initial interview with the Social Actions Office in accordance with applicable regulations.

B. Sick leave, or other appropriate leave, will be granted for treatment or counseling sessions in accordance with applicable regulations. The employee's continuation in the program shall be voluntary.

C. The Employer will provide the Union and employees, upon request, a referral listing of pertinent treatment facilities in the local area.

D. Participation in the program shall not jeopardize an employee's job security, or opportunity for consideration for promotion, except as limited by applicable laws relating to sensitive positions.

19.3 **Confidentiality:** Neither coordinators, counselors, nor any Union official shall reveal the name of a person seeking assistance without the

employee's written consent, except for exemption by OPM and Air Force directives.

19.4 Publicity: The Employer and the Union shall publicize and communicate policies on a continuing basis.

19.5 Training: Representatives of the Union may participate in training related to the program given by the Social Actions Office.

## **ARTICLE 20 - DISCIPLINARY AND ADVERSE ACTIONS**

20.1 Responsibilities: The Union and the Employer agree that primary emphasis should be placed on preventing situations that are likely to result in disciplinary actions through effective employee-union-management relations. The Union agrees that the employee plays a primary role in this process by complying with laws, regulations and rules of the workplace. Relief from claimed inappropriate application is sought after compliance, thus eliminating the major cause of disciplinary action. The Employer agrees that supervisory annotations on the Employee Work Folder will be reviewed by employees and they will have an opportunity to acknowledge the entry by placement of their initials. Employee awareness and/or initialing of supervisory entries constitutes acknowledgment not agreement.

20.2 Policy and Purpose: Disciplinary action is action taken by the Employer to correct and employee's conduct, and to attain and maintain a constructive disciplinary working environment with all parties accepting their responsibility. Included are oral admonishment, reprimands, suspensions, removals, and in some cases, reductions in grade or pay. Disciplinary actions against all employees must be supported by a clear cause of action and must be based on good cause. They must be consistent with applicable laws, regulations, and policy, and be fair and timely. Constructive discipline is preventive in nature and will be promptly initiated. Its objectives are to develop, correct, and rehabilitate employees. The penalty selected will be appropriate for the specific circumstances and contribute to the solution of the problem and to the attainment of an effective management environment, and take into consideration merit factors. The minimum penalty reasonably capable of producing the desired correction should be used. This means that penalties will be applied as consistently as possible considering the particular circumstances of the cause for disciplinary action. Disciplinary action will not be administered for the sole purpose of punishment. The Union will strongly encourage all employees of the Unit to abide by all rules, regulations and this Agreement. Employees will discharge their assigned duties conscientiously; respect the administrative authority of those directing their work; and observe laws, regulations, and policies governing their conduct. The Air Force requires employees to be honest, reliable, trustworthy, and of good character and reputation and be loyal to the government and Air Force.

20.3 Preliminary Investigations: The first step in resolving a disciplinary problem is to examine all available relevant information. Prior to issuing a proposed notice of disciplinary action, the supervisor or designee shall investigate and typically discuss the matter with the employee if deemed necessary. The employee may request representation at all discussions which an employee reasonably believes could lead to disciplinary action against them. If a representative is requested, the meeting will not be held until the employee's organizational steward is present. The steward or alternate assigned must be available within one workday, except in clearly extenuating circumstances. If not, it is clearly recognized that the Employer may continue the investigation.

20.4 Consideration: When the Employer determines that corrective action is necessary, the Employer will consider relevant aspects of the employee's Air Force employment history, provocation by the employee, mitigating circumstances, and the seriousness of the offense. The penalty selected will not be disproportionate to the offense, should contribute to the solution of the problem and to the attainment of an effective management environment, and will take into consideration all relevant penalty selection factors.

20.5 Non-Disciplinary Actions: Examples of adverse actions which are obviously non-disciplinary in nature are:

- A. Change to lower grade without cause
- B. Furlough of 30 calendar days or less
- C. Performance based actions

20.6 Proposed Notice:

A. When an employee is presented a written notice of proposed disciplinary or adverse action, this notice will include the right to request representation. The employee and representative shall be given the opportunity to request, on official time (if otherwise in a duty status), a review of all evidence used to support the charges. The employee will reply to those charges no later than seven workdays after the notice is received by the employee. The employee's reply may be oral, in writing, or both. When an oral reply is made, the principle points of the interview may be recorded, if possible. The signature of the employee will be obtained, if possible, to indicate agreement with the accuracy of record.

B. When an employee is given an oral notice of a proposed reprimand, this notice will include the reasons for the proposed disciplinary action, an opportunity to reply within a certain time period, and the right to request representation.

20.7 Notice Periods: In those cases for other than unacceptable performance, employees will be given at least thirty days advance written notice of any proposed adverse action. Exception are when a lesser time is authorized by OPM or Air Force directives, or retention of the employee would result in harm or physical injury to the employee himself, his fellow workers, or the general public.

20.8 Appeal Rights: When a final decision is issued, the employee shall be advised of the right to grieve IAW Article 22.

#### **ARTICLE 21 - EQUAL EMPLOYMENT OPPORTUNITY/SEXUAL HARASSMENT**

21.1 General: The Employer and the Union agree to cooperate in providing equal opportunity for all employees and to prohibit discrimination because of age, sex, race, religion, color, national origin, or physical or mental handicap; and to provide a workplace free of sexual harassment.

21.2 Definition: Sexual harassment is deliberate or repeated unsolicited verbal comments, gestures, or physical contact of a sexual nature which are unwelcomed. This definition also includes submission to sexual harassment as a condition of employment and rejection of sexual harassment as a basis for personnel actions.

21.3 Policies and Practices: The Employer and the Union agrees that sexual harassment is unacceptable conduct in the workplace and will not be condoned.

The Parties also agree that the policies and practices of the Employer and the union shall continue to prohibit discrimination and sexual harassment.

21.4 Resolution of Problems: The Union and Employer agree to discuss and work with each other regarding problems of discrimination, and resolve to find mutually effective and lasting remedies to bonafide cases of discrimination.

21.5 EEO Counselors: EEO counselors will be appointed and trained by the Employer. Candidates must meet the criteria established by the EEO program. Nominations may be made by the Union with the individual's and supervisor's concurrence.

21.6 Representation: An employee discussing a problem of alleged discrimination or sexual harassment with an EEO counselor has the right to be accompanied by a representative of choice, if desired. Any complainant and representative shall be granted official time in accordance with appropriate regulations to present their complaint.

21.7 EEO Advisory Committee: The Union shall be given the opportunity to attend the EEO Advisory Committee meetings.

21.8 Complaint Procedure: An employee may raise allegations of discrimination of sexual harassment in one of the following ways:

A. File AF Form 1790, Complaint of Discrimination, with an EEO counselor in accordance with AFI 36-1201 or

B. File a grievance in accordance with Article 22 within 15 workdays following the date of the employee's final interview with the EEO counselor; or

C. File an appeal in accordance with Merit Systems Protection Board procedures, if appropriate.

## **ARTICLE 22 - NEGOTIATED GRIEVANCE PROCEDURE (NGP)**

22.1 Purpose and Applicability: This negotiated grievance procedure provides a mutually acceptable method for prompt and equitable settlement of grievances. This Article shall constitute the exclusive procedure available to the Employer, union, and employees of the unit for the resolution of all grievances not excluded by paragraph 3.

22.2 Definition of Grievance: A grievance is a disagreement by the Employer, the union, or an employee of the Unit, on a matter which is subject to control of the Employer or Union, on:

A. Interpretation, application, or violation of this Agreement.

B. Any matter involving general working conditions.

C. Interpretation and application of Air Force or union policies and procedures, not specifically covered by the Agreement.

22.3 Exclusions: The exclusions to this procedure are:

A. Matters subject to a statutory appeals procedure, except where otherwise specifically included by a provision of this Agreement.

B. Non-selection for promotion from a group of properly ranked and certified candidates (an employee may, however, grieve that they were not properly ranked or certified).

C. Written notices of proposed disciplinary actions. This exclusion does not infringe on the right of the employee to obtain representation for assistance in preparing a reply to a proposed notice.

D. Non-adoption of a suggestion or disapproval of a quality salary increase or a performance award.

E. Action terminating a temporary promotion within a maximum period of two years, and returning the employee to a position at his/her permanent grade, either to the position from which temporarily promoted or to a position of like grade.

F. Actions or decisions taken under the Personnel Security Program.

G. Action taken to evaluate job performance or terminate employment of an employee serving a regulatory probationary period or temporary appointment

H. Matters excluded by Section 7121c of the Act.

I. Action to demote or separate a new employee on probation.

22.4 Grievability/Arbitrability: The Parties recognize that the issues of grievability and Arbitrability may be raised at any time. The Parties agree to provide a written decision on non-grievability or non-Arbitrability as soon as this becomes evident. If a grievance is alleged to be subject to statutory appeal procedures, the decision shall expressly state that it is the final decision in this matter. If a question of grievability or Arbitrability is not resolved by either Party, the issue will be referred to the arbitrator as a threshold issue in the arbitration hearing based on the merits of the grievance.

22.5 Resolution Policy: Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Parties agree that every effort will be made by management and the aggrieved to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.

22.6 Time Limits:

A. Failure to comply with deadlines specified in this Article by and employee, Employer or the Union, will result in cancellation of the grievance.

B. Failure of the non-grieving Party to file a timely response will entitle the grieving Party to advance the grievance to the next step.

C. Prescribed deadlines may be extended when warranted by the facts, and by prompt mutual agreement of the employee, Employer, and the union. The mutual agreement must be in writing and signed by designated representatives of all Parties.

22.7 Representation: An aggrieved employee of the unit has the right to have a union representative to advise and assist in presenting a grievance. The aggrieved employee also has the right to present a grievance to the

Employer under procedures set forth in Paragraph 22.8 without a Union representative. An employee must select a personal representative from the staff of designated stewards or officers of the Local. If an employee chooses not to have a personal representative, the Union retains the right to be present as an observer during any adjustments of the grievance with the aggrieved employee

## 22.8 Procedure for Employee Grievance:

### A. Step 1 Informal Procedure:

(1) Within 15 workdays after the employee became aware or could have reasonably become aware of the action or occurrence giving rise to the grievance, the employee or union representative will inform the supervisor or designee of the intent to initiate a grievance, the nature of the grievance, and whether representation by the Union is desired.

(2) The first level supervisor or designee will determine whether the grievance is timely, whether it is covered by the procedures in this Article and whether the subject is within the supervisor's or designee's authority to resolve. Where there is a question, the supervisor or designee will contact the Civilian Personnel Flight. If the grievance is not within the supervisor's or designee's authority to resolve, arrangements will be made to refer it to the management official who has authority to adjudicate the grievance.

(3) An employee or Union representative will arrange for a meeting with the supervisor or designee to present the grievance. The following individuals will attend:

(a) The appropriate Management official

(b) The aggrieved employee and/or the union representative

(c) A union observer, when appropriate

(d) A personnel management specialist, if requested by the supervisor or designee

If the Union elects not to send a representative or observe, the meeting will proceed.

(4) During the informal meeting, if the grievance is not settled to the satisfaction of both parties, a written statement will be prepared to ensure completed and mutual understanding of the grievance issues. This statement will include: (a) name of grievant, (b) nature of grievance, (c) specific remedy requested, and (d) designated Union representative or name of observer.

(5) The appropriate Management official will give full consideration to all aspects of the grievance and make a decision as soon as possible, but within a maximum of 15 workdays. The grievant or Union representative will be notified in writing of that decision. If a Union observer was present, they will receive a copy of the decision letter.

### B. Step 2 Formal Procedure:

(1) If the grievant is not satisfied with the Step 1 decision, the grievant or union representative may present a Step 2 grievance within 10 workdays after the date of the Step 1 decision to the next level supervisor or designee in writing. Only those issues which were considered and

documented at Step 1 may be raised at Step 2. Official time will be granted in accordance with the established provisions of this Agreement.

(2) Within seven workdays after receiving the grievance, the next-level supervisor or designee will meet with the grievant and/or Union representative or observer to consider evidence, statements or comments submitted by the aggrieved employee. If requested by the supervisor, a personnel management specialist may be present.

(3) Nor later than 15 workdays after the meeting, the next-level supervisor or designee will render a decision. The decision will be in writing to the grievant or Union representative, with copies to the union observer if appropriate, the first-level supervisor or designee, and the Civilian Personnel Flight (2 MM/DPC)

D. Step 3 Formal Procedure:

(1) If the grievance is not resolve at Step 2, the grievant may appeal the Step 2 decision to the Commander, 2nd Support Group. If the grievant is in a reserve unit, the final deciding official will be the Commander, 917 WG, or designee. The appeal must be received not later than 10 workdays after receipt of the Step 2 decision. Consideration will be limited to those issues which were raised at Steps 1 and 2.

(2) The Commander or designee will review the grievance on the basis of the written record submitted unless the Commander or designee determines that additional information is essential to ensure that all facts required for a decision are in the record.

(3) Within 15 workdays after receiving the Step 3 grievance, the Commander or designee will issue a written decision to the grievant or Union representative, with copies to the supervisor (or Management officials) who acted on the Step 1 and 2 decision, and the Civilian Personnel Flight (2 MSS/DPC). The Commander's decision constitutes the final decision for the purpose of invoking arbitration.

22.9 Procedures for Union and Employer Grievances:

A. Employer grievances are submitted in writing by the 2 SPTG Commander, or designee, to the Union President within 15 workdays after discovery of the matter that gave rise to the grievance. The Parties will meet within five (5) workdays after receipt of the grievance to discuss the issue(s). The Union President or designee shall give a written answer to the 2 SPTG Commander within ten (10) workdays after the meeting. If the grievance is not settled by this method, the Union may refer the matter to arbitration IAW Article 23.

B. Union grievances are submitted in writing by the Union President, or designee, to the 2 SPTG Commander within 15 workdays after discovery of the matter that gave rise to the grievance. The Parties will meet within five (5) workdays after receipt of the grievance to discuss the issues(s). The 2 SPTG Commander or designee, shall give the Union President a written answer within ten (10) workdays after the meeting. If the grievance is not settled by this method, the Union may refer the matter to arbitration IAW Article 23.

**ARTICLE 23 - ARBITRATION**

23.1 Initiation: If the decision in Formal Grievance Step 3 on a grievance processed under the Negotiated Grievance Procedure is not acceptable, the Employer or Union may refer the issue to arbitration. The Union reserves the

right to determine the validity of Unit employee's grievance cases based on its merits. The notice, referring an issue to binding arbitration, must be in writing, signed by the Union president, or acting president on behalf of the Union, or the 2nd Support Group Commander, or designee for the Employer, and submitted within twenty (20) workdays following receipt of the decision by the aggrieved Party. A copy of the notice referring an issue to arbitration shall be forwarded at the same time to the other party.

23.2 Selection of Arbitrator: Within five (5) workdays from the date of receipt of a valid arbitration notice, the Parties shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial persons qualified to act as arbitrators. If for any reason either Party refuses to request a list from FMCS, the other Party may make a direct designation of an arbitrator from FMCS. A brief statement of the nature of the issue(s) in dispute will accompany the request to enable the Service to submit the names of arbitrators qualified for the issues involved. A copy of any contract provision relating to arbitration of the grievance shall accompany the request. The Parties shall meet within fifteen (15) workdays after the receipt of such list to select an arbitrator. The Parties will each strike one arbitrator's name from the list. The first strike will be by the moving Party. The striking procedure will be repeated until one name remains on the list. That individual shall be duly selected as the arbitrator. If for any reason either Party refuses to participate in the selection of an arbitrator from the list, the other Party shall be empowered to make a direct designation of an arbitrator on the list to hear the case.

23.3 Expenses: The total cost of arbitration shall be borne equally by the Employer and the Union. The cost of the arbitrator's travel and per diem should not exceed that authorized for DoD employees in appropriate OPM and Air Force directives. Arbitrator's fees will be paid to the Arbitrator after the final decision is rendered. If requested by the arbitrator, a verbatim transcript will be taken. The cost of the transcript will be included in the total cost of the arbitration. If either Party requests a transcript, they will pay the full cost. If the other Party requests a copy, they will pay one-half of the original cost for a copy of the transcript to the other Party. No such requests will be made under the Freedom of Information Act.

23.4 Arbitration Process:

A. The process to be used by the arbitrator may be one of the following:

(1) A stipulation of facts to the arbitrator can be used when both Parties agree to the facts at issue and both Parties agree that a hearing would serve no purpose. In this case, all facts, data, and documentation, are jointly submitted and sent by registered mail (return receipt requested) to the arbitrator with a request for a decision based upon the facts presented. In such a case, each Party will retain a copy of the stipulation of facts.

(2) An arbitration hearing should be used when a formal hearing is necessary to develop and establish the facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator and may be requested by either Party.

B. The arbitration hearing shall be held on the Employer's premises during the regular day shift work hours of the basic workweek. An employee of the Unit, serving as the grievant's representative, the aggrieved employee, and employee witnesses, who are otherwise in a duty status, shall be excused from duty, as necessary to participate in the arbitration proceedings without loss of pay or annual leave.

C. In considering grievances concerning actions based on unacceptable performance and adverse actions appealable to the Merit Systems Protection Board, the arbitrator shall be governed by Section 7701(c)(1) of Title V, U.S. Code, as applicable.

23.5 Time Limit: The arbitrator will be informed that, in order to fulfill the delegation to arbitrate, he/she must render a decision with a copy to the Employer and the Union, as quickly as possible, but in any event, no later than 30 days after the conclusion of the hearing, unless the Parties otherwise agree.

23.6 Arbitrator's Authority: The arbitrator's decision(s) shall be final and binding, and the remedy shall be effected in its entirety, unless either Party files an exception in accordance with this Article.

23.7 Arbitrator's Authority in Disputes Over the Agreement: The Arbitrator shall have the authority to resolve any questions of arbitrability and interpret and define the explicit terms of this Agreement and application of Agency policy, as necessary to render a decision. The arbitrator shall have no authority to add to, or modify any terms of this Agreement or Agency policy.

23.8 Exceptions: The procedure for judicial review of an arbitrator's award is established solely by federal statute; 5 United States Code, Sections 7121 and 7122. Nothing in this Article is intended to modify the rights and procedures provided by these or any other statutes.

A. Either Party to an arbitration may file with the Federal Labor Relations Authority an exception to an arbitrator's award. Exceptions must be filed within the 30-day period beginning on the date the award is served on the Party. If exceptions are not timely filed, the award shall be final and binding.

B. Selection of the Negotiated Grievance Procedure in no manner prejudices the right of an aggrieved employee to request either the Equal Employment Opportunity Commission or the Merit Systems Protection Board (MSPB) to review as appropriate the arbitrator's final award, if the basis of the arbitration was a prohibited act of discrimination.

C. In actions which could have been brought before the MSPB, either Party may as appropriate seek federal judicial review. A petition to review the arbitrator's award must be filed with the United States Court of Appeals for the Federal Circuit within 30 days after the date the petitioner received notice of the final arbitration award.

#### **ARTICLE 24 - LABOR ORGANIZATION TRAINING**

The Employer agrees to grant excused absence to employees who are officially designated Union officers or stewards to attend Union sponsored training, provided the training is of mutual benefit to the Employer and the Union. The Employer will make the determination as to whether the training is of mutual benefit. The Employer will also make the determination as to whether release of Union officials would adversely affect the mission. Excused absence for this purpose will not exceed 56 hours annually from 1 Jan through 31 Dec each year per Union officer or steward. Forty hours to be used for attendance of Headquarters, National Federation of Federal Employees (NFFE) sponsored training away from Barksdale. Sixteen hours to be used for training by NFFE Local 1953. A written request for excused absence will be submitted at least 30 days in advance by the Union to the Civilian Personnel Office. The request will contain the names and organizational assignment of

Union officers, stewards, duration of training, and the subject matter. The Employer will arrange for the release of Union officials for training authorized in this Article.

## **ARTICLE 25 - TRAINING AND EMPLOYEE DEVELOPMENT**

25.1 Determination: Although it is expected that personnel are basically qualified to perform their duties as a prerequisite to employment, the Parties recognize the possible need for additional training to assure development and career planning for employees, and to maintain the competence of the work force. Assignment of training is a right reserved to the Employer.

25.2 Training Programs: The Employer is responsible for establishing training programs to improve employee efficiency, and when necessary, to retrain employees affected by Reduction in Force and assigned to another position. In developing such training programs, the Employer agrees to consider and respond to the inputs of the Union. If presented in writing, the reply will be in writing.

### 25.3 Procedures:

A. Policy. The Employer and the Union recognize the importance of a well trained work force. The Employer will determine training needs of the employees. These needs will be related to the requirements of the Employer. Consideration will be given to the needs of the employee when compatible with organizational mission to enhance the employee's performance potential and efficiency. The Employer will consider all employees in a fair and equitable manner when selecting employees to fulfill the available training opportunities.

B. Communications. Employees will be counseled (individually) to assist supervisors or designee in determining valid training requirements. The Employer will notify the Union when extensive training will be required to accomplish mission changes and reorganizations.

25.4 Attendance: Mandatory attendance at resident schools may be required. Employees may be required to reside in designated quarters.

25.5 Records: The Employer agrees to record appropriate training accomplishments in the Employee Work Folder. Any supervisory notations documented in the Employee Work Folder will be shown to the employee. The employee must have an opportunity to review the annotations and should initial the entry. Employee awareness or initialing of the supervisory annotations will mean the employee acknowledges the entry, but does not necessarily mean the employee agrees with it. This does not relieve the employee of the individual responsibility to keep the Official Personnel File and Employee Work Folder current to fully reflect current training and education. The Union agrees to encourage employees to review their Official Personnel File and Employee Work Folder to ensure that training and education is accurately recorded.

25.6 Developmental Training: A request for training (DD Form 1556) for employees desiring to enroll in a non-government educational institution shall be submitted by their supervisor or designee when that supervisor or designee determines that the training is job related and other priorities for funds do not take precedence, and at the request of an employee, to the Civilian Personnel Flight (2 MSS/DPC) 60, but not less than 30 days prior to registration. Payment for training, if approved, shall be in accordance with applicable regulation.

25.7 On-the-Job Training: The Employer recognizes that if an employee is required to train another employee, normal production may be affected. Supervisors will record the trainer experience in the AF Form 971 workfolder. On-the-Job-Training (OJT) will be conducted to the maximum extent feasible.

#### **ARTICLE 26 - ORIENTATION OF NEW EMPLOYEES**

##### 26.1 Orientation of New Employees:

A. During orientation, a new employee shall be informed by the Employer that NFFE, Local 1953, is the exclusive representative of employees in the Unit. A copy of this Agreement will be provided to new Unit employees.

B. During the new employee orientation session, a representative, of the Union will be permitted to be present on official time, if otherwise in a duty status, to inform new employees of the Union's obligation to represent them. No attempt, direct or implied, will be made to solicit or encourage Union membership. The new employees will be informed that the union will not condone, encourage, or otherwise influence in withholding services, taking any job action, or striking. The Union will inform the employees that he/she is subject to removal for participating in such prohibited activities.

26.2 List of Employees: The Employer shall provide the Union, on a semiannual basis, the following information regarding all employees of the Unit:

- A. Full name
- B. Position title and grade
- C. Organization assignment

A list of new employees scheduled to attend orientation briefings will be provided to the Union representative who attends.

#### **ARTICLE 27 - OCCUPATIONAL SAFETY AND HEALTH**

27.1 General: The Employer shall institute an effective occupational safety and health program consistent with the requirements of Air Force Occupational Safety and Health Program (AFOSH) standards and other applicable Air Force regulations.

27.2 Safety and Health Inspections: The host Wing Safety Office will conduct an annual inspection of each organization's activities and facilities. Except when officially restricted, the Union will be authorized to review the Annual Safety Inspection reports compiled by the Host Wing Safety Office and the Barksdale Air Force Base Fire Department.

##### 27.3 Health and Safety Policies:

A. The Employer will exert effort to provide safe and sanitary working conditions and equipment in consonance with standards promulgated under the Air Force Occupational Safety and Health Program. The Employer shall keep posted notices informing employees of the protection and obligations provided for in the AFOSH.

B. Notices will be posted on official bulletin boards in principle work areas to advise employees of the location where applicable AFOSH standards may be examined. Annual summaries of civilian occupational injuries and illnesses will be posted on the official bulletin boards. Employer will provide adequate copies of the summary to the Union for posting.

C. Where authorized by existing regulations, the Employer will provide suitable standard protective clothing, equipment, and safety devices for employees when required. Required emergency facilities, such as eye wash equipment, shower facilities, and equipment boards will be available and visually displayed per applicable safety regulations and AFOSH standards. Ear protection devices, safety shoes, safety type eyeglasses, and all other related safety items normally associated with a particular trade, skill or occupation, will be supplied where authorized by current directives. Issuance and replacement of protective clothing and equipment will be on an "as needed" basis as determined by the Employer. The Employer will assure that all vehicles receive adequate safety inspections. Unit employees are required to comply with seat belt directives. The Employer will consider climatic conditions when transporting employees in open vehicles to and from job sites. The union shall have the right to recommend new protective clothing and equipment, and changes of same, to the Employer.

D. Light Duty Status: Where the Employer determines it feasible, the employees who are temporarily unable to perform their regular assigned duties because of illness or injury, but who are capable of returning to or remaining in a light duty status, may be detailed to work assignments compatible with their physical condition.

E. The Employer and the Union recognize the potential hazard posed by asbestos. Every effort will be made to remove or minimize the risk posed by asbestos materials in the workplace. The Employer will provide training of personnel engaged in asbestos removal and other duties, which may involve use of protective clothing and/or equipment. Bioenvironmental and Safety personnel will inspect work areas and identify potential problem areas for correction with assistance from employees where practical. Proper equipment for protection will be provided when appropriate.

F. Housekeeping: Employees should adhere to good housekeeping practices and may be required to perform the duties necessary to maintain a safe and healthful work place. Where custodial services are not provided, employees may be required to perform custodial duties directly related to their normal duties in the immediate vicinity of their work areas.

27.4 Physical Exam: An occupational physical examination shall be provided to each worker where a significant health risk would exist if protective equipment was not used. This includes personnel referenced in paragraph 27.3E. and fire fighters. Scope of examinations is as specified in 29 CFR 1910 (OSHA portion of the Code of Federal Regulations). Frequency of exam is ordinarily: preemployment; periodic (annual for most exams); and termination.

#### **ARTICLE 28 - PAY POLICIES**

Pay policies are established by the Department of the Air Force for Civil Service Employees. The policies are administered by appropriate guidelines in OPM directives, Air Force regulations. The Employer agrees to publish GS/WG pay scales in the first Civilian Personnel Newsletter following receipt of the pay scales.

#### **ARTICLE 29 - PERSONNEL RECORDS**

Employees have the personal responsibility to periodically update their Official Personnel Records. This function is vital if current personnel information is to be used for filling merit promotion vacancies, placement of personnel due to reduction in force, or other personnel actions. The Employer agrees to authorize employees a reasonable amount of official time to accomplish this function. Prior permission of the supervisor or designee

and an appointment will be scheduled, in advance, between 0830 and 1600 hours, Monday through Friday, with the Civilian Personnel Flight.

### **ARTICLE 30 - TOOLS AND EQUIPMENT**

30.1 Policy: All government furnished tools and equipment used in the performance of duty by employees, will be provided and maintained by the Employer. No employee will be required to use personal tools. The employer will consider valid inputs concerning the types and numbers of tools or equipment needed by the employee to perform work in a more efficient manner.

30.2 Maintenance: Tools and pieces of equipment will be continually maintained in a high degree of reliability by both the Employer and the employee. This is to safeguard government property and to protect the employee or other employees from injury. Such maintenance will be at no expense to the employee. Any tools/equipment found to be defective will be removed.

### **ARTICLE 31 - PARKING**

31.1 Car Pools: The Union agrees to support car pooling and to urge its members to share rides.

31.2 Parking Improvement: Because of space and fund shortages, parking space is critical in certain areas of the Base. The Employer agrees to request projects for construction of adequate parking consistent with allowances in regulations and funding availability.

31.3 Union President's Parking: The Employer agrees to provide the Union president a parking space as close as possible to the work center.

### **ARTICLE 32 - PAYROLL DEDUCTION OF UNION DUES**

32.1 Dues Deductions: Dues shall be deducted for National Federation of Federal Employees, Local 1953, by the Employer (2 CPTS/FMFC) from an employee's pay each biweekly pay period provided:

A. Agreement between the Parties has been reached that the employee is included in the Unit for which recognition has been granted.

B. The employee has voluntarily authorized such a deduction by executing Standard Form 1187.

C. The Standard Form 1187 has been completed and signed by the president or the treasurer of the Union, and the form has been received by the Employer (2 MSS/DPC).

32.2 Allotment Forms: The Union shall be responsible for ensuring that the allotment form is purchased and made available to eligible members and shall ensure that the employees are fully informed and educated concerning the program for payroll deduction of Union dues, its voluntary nature, the uses of the required form, and the procedure for revocation of allotments.

32.3 Deduction Initiation: Deductions shall begin with the first pay period which commences after receipt of the completed SF 1187, by the Employer (2 CPTS/FMFC).

32.4 Dues Amount Changes: The president or treasurer of the Local shall notify the Employer (2 CPTS/FMFC), in writing, when the Local's dues amount changes. The change shall be effective at the beginning of the first full

pay period after receipt of such notice. Changes in dues withholding amount is limited to one change per calendar year.

32.5 Remittance of Dues Collected: The Employer (2 CPTS/FMFC) will prepare a biweekly remittance check at the close of each pay period for which deductions are made and forward it to the treasurer of the National Federation of Federal Employees, Local 1953, at the following address:

NFFE Local 1953  
Box 37  
Barksdale AFB, LA 71110

The Employer (2 CPTS/FMFC) will provide, with the remittance check, a Social Security Account Number sequence listing of employees having current dues withholding authorizations, and amounts withheld, including explanatory codes for deductions not made. A copy of the listing will be provided the President of Local 1953.

32.6 Dues Revocation by Employee: A member may voluntarily revoke an allotment for the payment of dues by completing a SF Form 1188, or by submitting a written request to the Employer (2 CPTS/FMFC). Allotments may be revoked only at yearly intervals as of their withholding anniversary date. A copy of any dues revocation notice completed by the employee will be forwarded to the Union.

32.7 Employer Termination of Dues: The Employer (2 CPTS/FMFC) will terminate an allotment:

A. At the end of the pay period during which an employee leaves the Unit as a result of any type of personnel action.

B. At the beginning of the first pay period after notification that the employee has been suspended or expelled from Union membership. The Union will notify the Employer (2 CPTS/FMFC) in writing within five workdays when an employee with a current dues withholding authorization is suspended or expelled.

### **ARTICLE 33 - USE OF OFFICIAL FACILITIES**

33.1 Facilities for Union Meetings: At the written request of the Union, the Employer will, if available, provide a facility for official meetings of the Union during the non-duty hours of employees involved. When using such a facility, the Union is responsible for the condition thereof. The Union agrees to return the facility on completion of use to the same condition of cleanliness and repair which existed prior to the meeting.

33.2 Union Use of Bulletin Board Space: The Employer agrees to provide space sufficient for four legal size documents on appropriate bulletin boards for the use of the Union to post notices to its members. The Union agrees to provide the Employer, through the Labor Relations Specialist (2 MSS/DPC), an advance copy of all informative publications, magazines, periodicals, etc., to be posted or distributed to employees. The Union is expressly responsible for the contents of the literature. Literature must be in good taste and not attack individuals or organizations, and must not violate any law, applicable provisions of this Agreement, the security of the installation, or regulations of higher authority, or contain libelous, false or misleading material. Failure to comply with requirements in this section may be grounds for revocation of the privilege of using appropriate bulletin boards. Posting or distributing literature shall be conducted during non-duty hours of employees concerned. The Union will be responsible for ensuring material

posted on bulletin boards is current, timely, and that obsolete material is removed.

33.3 Union Publications: The Union will provide the Employer with a copy of the national constitution of NFFE and any local rewrites thereto. Updates will be provided to the Employer as changes occur. Upon request, the Union agrees to provide to the Employer, copies of literature and publications from the national office.

33.4 Union Meeting Notices: The Union may post and remove notices of meetings during non-duty hours on space authorized in paragraph 2 of this Article on official employee bulletin boards.

33.5 Union Use of Telephone: The Employer will allow Union officers and stewards use of official telephones for local calls only from the worksite in performance of their representational functions authorized to be accomplished on official duty time, as set forth in this Agreement, or in accordance with appropriate laws or regulations. Supervisors or designees will arrange for stewards to use the nearest telephone which provides reasonable privacy in conduct of functions authorized for accomplishment on official duty time. Stewards will obtain permission from their supervisors before leaving their official duties for this purpose.

33.6 Office Space: Office space (no charge to Union) will be provided as available. The Employer agrees to inform the Union prior to any intended use.

33.7 Union Telephone: The Employer agrees to provide the Union office two (2) telephones. Telephones for long distance service will be requested and obtained by the Union from commercial sources. The Employer agrees to publish the phone numbers and location of Local 1953 in the base telephone directory.

33.8 Union Reserved Parking: Two parking spaces, convenient to the Union office, will be reserved for Union use.

33.9 Union Use of the Base Information Transfer System (BITS): The employer agrees to allow the Union to utilize the BITS to transmit information to unit employees and management officials. The Union agrees to deliver the information to the BITS distribution center. The type of information submitted to BITS will comply with paragraph 33.2 of this collective bargaining agreement.

#### **ARTICLE 34 - PRIVACY ACT**

The Privacy Act covers any information about an individual maintained by the Employer which can be retrieved by name or personal identifying number or symbol. This includes, but is not limited to, information on employment, education, financial transactions, and medical history. It is the employee's, Union's, and Employer's responsibility to ensure proper safeguard of this information to protect it from unauthorized disclosure.

#### **ARTICLE 35 - FREEDOM OF INFORMATION ACT**

Upon receipt of a request that complies with the provisions of the Freedom of Information Act and any Air Force directives, the Employer will release the information subject to collection of all allowable fees.

#### **ARTICLE 36 - COLLECTIVE BARGAINING**

36.1 Purpose and Policy: The Parties shall meet and negotiate in good faith to arrive at a collective bargaining agreement. The Employer agrees to give

the Union notice and an opportunity to request impact and implementation bargaining on new policy, or changes in established policy by providing copies of the changes to the Union. Negotiations of procedures used to implement these management retained rights that impact only Unit employees will be handled in compliance with this article. The Parties agree to make reasonable effort to informally resolve differences which arise in connection with the administration of this Agreement.

36.2 Scope: For matters on which the Employer is obligated to bargain, the scope of negotiations between the Parties may include Employer-initiated implementation of new or changed personnel policies and practices, and matters affecting general working conditions (whether established by rule, regulation, or otherwise) of Unit employees. It is understood that no provisions of this Agreement shall nullify, invalidate, or unduly delay exercise of the rights of employees, Union, or Employer that are established by the statute.

Negotiability Question: When the Union believes that the Employer is declaring an issue to be non-negotiable, the Union will request the Employer to provide a written position pertaining to the negotiability of the issue. Upon receipt of the written response from the Employer, the Union has the right to proceed to the Federal Labor Relations Authority in accordance with Section 7117 of the statute.

36.3 Effective Date and Terms of Basic Agreement: The effective date of this Agreement between the Parties shall be the date approved by DoD Field Advisory Service (FAS). The agreement will remain in full force for a period of three (3) years from the date of approval by FAS. This agreement shall automatically be renewed for a three (3) year period, unless either Party gives written notice to the other between 105 and 60 calendar days prior to the expiration date of their desire to renegotiate the Agreement. If such notice is given and the Parties fail to complete negotiations with final signing by the expiration date, only those articles of the Agreement that derive their authority directly from Title VII of the Civil Service Reform Act will remain in effect.

36.4 Amendments and Supplements: This Agreement or Attachment(s) may be amended and/or supplemented by mutual agreement of the Employer and the Union, and in accordance with this agreement. Amendment(s), supplement agreement(s), and attachment(s), shall become effective on the date of approval by HQ SAC. Time limits for approval, or disapproval, as stated in Paragraph 3 of this Article, will apply. They shall remain effective concurrent with the basic Agreement.

36.5 Impact and Implementation Bargaining: (I and I) The Union will notify 2 MSS/DPC if any intent to request I and I. In absence of written coordination with 2 MSS/DPC, the supervisor or designee lacks authority negotiate and reach any binding agreement with the Union.

36.6 Agreement Copies: The Employer agrees to print this Agreement at no cost to the Union. The Employer will promptly distribute a copy of the Agreement to all current Unit employees. The Union shall receive 50 copies of the Agreement. Employees who enter the Unit subsequent to the initial distribution shall be provided a copy by 2 MSS/DPC.

#### **ARTICLE 37 - MISCELLANEOUS AGREEMENTS**

37.1 FPM Issuances and AFI 36 Series Instructions. The Employer agrees to provide the Union with a copy of all Federal Personnel Manual (FPM) issuances and AFI 36 Series Instructions determined by the Labor Relations Specialist to be relevant to the Union's representation of Unit employees.

### 37.2 Tour of Duty:

A. The Employer will notify the employee five workdays in advance of a shift change, except for unusual or unforeseen circumstances as necessary for essential operations or would substantially increase cost.

B. The Employer may approve employee request for shift swaps when employees involved agree to the swap, both are equally qualified, and the swap will not have an adverse effect on job accomplishment. The swap should normally be a temporary arrangement, not to exceed a two week period.

. The Employer will attempt to minimize the frequency of ART personnel working late on Friday prior to a Unit Training Assembly (UTA) weekend.

37.3 Employee Breaks: Employer recognizes the need for employee break areas in an industrial environment, and will attempt to provide them in reasonable proximity to work centers. When breaks are authorized in accordance with the appropriate regulations by the appropriate management level, employees who work in industrial environments will be granted a 15 minute break within each four consecutive hours worked on the job.

### 37.4 Fire Department Agreements:

A. Preventive Maintenance and Assignment of Training: Fire fighters are required to perform preventive maintenance on equipment, vehicles, facilities and installed equipment, as required by their position descriptions. Due to the extended work hour availability of fire fighters, prudent management decisions on work taskings of on-duty fire fighters are required to ensure that work accomplished and emergency and community service responses are in line with duty and responsibility requirements of the U.S. Air Force Fire Protection Service. The Employer will consider the temperature and other weather factors in accomplishing training in protective clothing. When training is necessary during temperature extremes, the Employer will limit the time protective gear is required. During higher headquarters evaluations, Employer will review all scheduled events and consider canceling or curtailing those not considered mission essential.

B. Fire Fighter Public Relations Activities: Volunteers will be considered prior to assigning personnel to be used in support of public relations activities.

C. Fire Fighter Absence During Duty Time: Job-related educational courses conducted in the fire station classroom are permitted and encouraged. Employees may also take annual leave to attend other courses if approved by their supervisor or designee. Fire fighters may take annual leave to attend Union meetings when approved by the supervisor or designee.

D. Fire Fighter Personal Appearance: Pursuant to the requirements of Air Force Instructions, employees are expected to conform to high standards of personal appearance and grooming. Uniform will conform to AFI 36-801 and established grooming standards will be adhered to by Unit employees.

E. Review of Fire Department OI's: Before an OI is put into effect, the firefighters will be allowed to provide input to better the operation of the Fire Department.

### 37.5 Temporary Duty (TDY) Travel:

A. Employees will be selected for TDY assignments based on mission requirements. Consideration may be given to selecting individuals who

volunteer for TDY assignments. Consideration may be given to selecting individuals who volunteer for TDY assignments. The Employer will issue Employee's TDY travel orders at least 5 working days in advance of the scheduled departure date. The Employee will be advanced at least 75 percent of allowed travel expenses after submission of DD Form 1351, except for Employees provided a Government Travel Card or opportunity to use a Government Travel Card.

B. Upon request, the Employee will be furnished with information concerning availability of quarters, and meals, working conditions at the TDY station, starting and ending times of training or work hours, and the need for special clothing or tools prior to departure from base.

C. Travel orders will contain information concerning mode(s) of travel authorized, overtime entitlements, hours of travel, use of Government quarters and vehicles, and authorized delays enroute. If Employees elect to deviate from the travel orders, payment of travel expenses will be limited to reimbursement for actual expenses or the constructive cost of authorized entitlements, whichever is less.

D. Travel on official time will be in accordance with Title 5 USC. When such scheduling is not practical, travel on an earlier or later work day to avoid travel on a non-workday or outside scheduled hours of duty solely for the convenience of the traveler will not be a basis for extending a period of official travel for per diem allowances or other travel status purpose.

37.6 Civilian ID Cards: Employees may request identification cards for dependents of Barksdale Air Force Base civilian employees. The employee must prepare and justify the request, following provisions of AFI 36-3001. These cards may authorize entrance of the dependents to the base and to those authorized facilities approved for civilian dependent use.

#### 37.7 Press and Publicity:

A. The Union may request the Observer to run an article subject to Public Affairs' regulations and requirements.

B. Each time an article is accepted, the Union will allow an insert prepared by the Employer to be included in the next edition of the Local Voice.

C. In an effort to resolve labor-management disagreements internally, the Union agrees to:

(1) Provide the Employer an advance copy of any material distributed to the local media.

(2) Provide the Employer an opportunity to discuss the material and attempt to resolve the Union's concerns prior to release.

#### 37.8 Overtime:

A. The assignment of overtime is a function of management. It is the Employer's policy to assign overtime as reasonably and fairly as possible among qualified employees in accordance with their particular skills and the mission requirement for overtime work.

B. The Employer agrees, upon request from the employee, to relieve an employee from an overtime assignment provided another qualified employee is available and willing to perform the assignment. The Employer shall

determine the employees that satisfy the requirements, and shall select and assign employees to overtime work accordingly.

C. In the assignment of overtime, the Employer agrees to provide the employee with as much advance notice as practicable and further agrees to give due consideration to the employee's personal circumstances, subject to the paramount requirements of fulfilling the mission. An employee may be required to perform overtime work.

D. The Employer agrees that all employees in the Unit shall be compensated for all overtime worked in accordance with applicable regulations. The Employer shall not require an Employee to accept unofficial (i.e., unrecorded) compensatory time off in lieu of pay or official compensatory time.