

**LABOR MANAGEMENT  
RELATIONS AGREEMENT  
BETWEEN  
HOLLOMAN AFB, NEW MEXICO**



**AND  
LOCAL 1031  
NATIONAL FEDERATION  
OF  
FEDERAL EMPLOYEES**

**THIS AGREEMENT SUPERCEDES ALL PREVIOUS AGREEMENTS**

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**ARTICLE I: PREAMBLE**

Pursuant To the policy set forth by the Civil Service Reform Act of 1978 regarding Federal Labor Management Relations, the following Articles of this basic Agreement, together with any and all supplemental agreements and/or amendments which may be agreed to at later dates, constitute an Agreement by and between the Commander, with appointing authority,

Holloman Air Force Base, hereinafter referred to as the EMPLOYER, and the National Federation of Federal Employees, Local 1031, hereinafter referred to as the UNION, for all employees covered by it’s provisions, hereinafter referred to as the EMPLOYEES.

**WHEREAS** the well being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the implementation of changes in policy and the formulation of procedures affecting personnel policies and practices affecting the conditions of their employment; and

**WHEREAS** the participation of employees should be improved through the maintenance of constructive relationships between the Union and the Employer. There shall be no restraint, coercion or discrimination against any Union official.

**NOW, THEREFORE**, the parties and employees intending to be bound in the administration of all matters covered by this agreement and governed by existing and future laws hereby agree as follows:

## ARTICLE II: RECOGNITION AND UNION DESIGNATION

1. **RECOGNITION:** The Employer recognizes that the Union is the exclusive representative of all employees in the units described in Section 2 below:
  
2. **UNITS:** The units to which this agreement is applicable is composed of:
  - a. **INCLUSIONS:**
    - (1) A unit composed of all Classification Act employees serviced by the Civilian Personnel Flight (CPF) at Holloman AFB, NM, except those excluded by the provisions of paragraph 2b below.
  
    - (2) A unit composed of all Federal Wage System (FWS) serviced by the CPF at Holloman AFB, NM except those excluded by the provisions of 2b below.
  
  - b. **EXCLUSIONS:** All of the following are excluded from the units in paragraph 2a above: employees of the Fire Protection Branch, 49<sup>th</sup> Fighter Wing Civil Engineering Squadron; FWS employees of the 49<sup>th</sup> Fighter Wing Medical Group; employees engaged in civilian personnel work in other than a clerical capacity; and professional employees.
  
3. **AUTHORITY:** This Agreement is made under authority contained in Public Law 95-454 and in accordance with letter of exclusive recognition.

## ARTICLE III: DEFINITIONS

1. **UNION-MANAGEMENT MEETINGS:** Meetings which are held for communications and exchange of views.
  
2. **CONSULT/CONFER/NEGOTIATE:** Bargaining by representatives of the Employer and Union on appropriate issues relating to terms of employment, working conditions, and personnel policies and practices, with the view toward arriving at a mutual agreement.
  
3. **ADVISE/CONSIDER:** Management will advise the Union as to a course of action and will carefully examine the Union's views and opinions prior to implementing the decision.
  
4. **IMPASSE:** The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

5. **NEGOTIABILITY DISPUTE:** A disagreement between the parties as to the negotiability of an item. The Employer must demonstrate, if it asserts non-negotiability due to a regulation, that there is a compelling need for such regulation.

6. **AMENDMENTS:** Modifications of the basic agreement to add, delete, or change portions, sections, or articles of the agreement.

7. **SUPPLEMENTS:** Additional articles negotiated during the term of the basic agreement, to cover matters not adequately covered by the basic agreement.

8. **GRIEVANCE:** A grievance means any complaint -

a. by an employee concerning any matter relating to the employment of the employee; or

b. by NFFE Local 1031 concerning any matter relating to the employment of any employee; or

c. by any bargaining unit employee, NFFE Local 1031 or Holloman AFB concerning:

(1) the effect or interpretation, or a claim of breach of a collective bargaining agreement; or

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

9. **EMERGENCY SITUATION:** A sudden, immediate, and unforeseen work requirement involving preservation of health, welfare and safety of personnel or protection of government property resulting from natural phenomena, civil disturbances, or other circumstances beyond the Employer's reasonable control or ability to anticipate. The parties recognize that this definition does not limit the Employer's right under provision of Title 5 to take whatever action may be necessary to carry out the agency mission during emergencies.

10. **UNION OFFICIAL:** The duly elected or appointed officials of the Union including stewards.

11. **NATIONAL REPRESENTATIVE:** Any accredited National Representative of the Union who is an employee or elected official of Union's national office.

12. **PAST PRACTICE:** Condition of employment that is consistently exercised over a period of time and followed by both parties or followed by one and not challenged by another.

13. **CONDITIONS OF EMPLOYMENT:** Personnel policies, practices and matters whether established by rule, regulation, or otherwise affecting working conditions, except that such matters do not include policies, practices and matters to the extent they are specifically provided for by Federal statute.

14. **AUTHORITY:** The Federal Labor Relations Authority established by the Civil Service Reform Act of 1978.

15. **EMPLOYER:** The Commander, 49<sup>th</sup> Fighter Wing, is considered the Employer. However, the authority and responsibility for all matters affecting civilian employees, including labor relations, has been delegated to the Commander, 49th Support Group.

16. **FORMULATION:** The unilateral generation of ideas and concepts by management not yet communicated to the Union for their remarks and consideration. Such communication to the Union must take place prior to implementation.

#### **ARTICLE IV: EMPLOYEE RIGHTS**

1. Each employee in the bargaining units covered by this agreement will have the right, freely and without fear of penalty or reprisal, to form, join, and assist an employee organization, or to refrain from such activity. Nothing in this agreement shall abrogate any employee right or require an employee to become or remain a member of NFFE Local 1031 except pursuant to a voluntary, written authorization by a member for payment of dues through payroll deduction. Employees retain the right to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or Air Force policies, and to choose their own representatives in a statutory appeals procedure.

2. Nothing in this agreement prevents a bargaining unit employee, regardless of Union membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or established agency policies. The Employer will not discipline or otherwise discriminate against any employee because he or she has filed a complaint or given testimony under the act, the negotiated grievance procedure, or any other available procedure.

3. The Employer and the Union agree to keep employees informed relative to the effective administration of this agreement. The Employer shall advise employees of their rights and obligations, as prescribed in the Civil Service Reform Act of 1978 and this article.

4. An employee is accountable for the performance of official duties and compliance with the law and standards of conduct for Federal employees. Within this context, the Employer affirms the right of an employee to conduct his or her private life as they deem

fit. The Employer will not coerce employees to invest their money or donate to charity, or participate in activities not related to the performance of their official duties or not related to their federal employment. Any such activity on the part of the employee is strictly voluntary.

5. No employee will be discriminated against by either the Employer or the Union because of race, color, creed, religion, sex, national origin, age, marital status, handicapping condition or lawful political affiliation.

6. The exercise of management's rights shall not nullify or abridge the rights of employees or the Union to grieve or appeal the exercise of the management's rights set forth in this article through appropriate channels. In addition, the right to bargain over the impact of any decision involving a retained right, and the right to negotiate procedures for implementing such decisions, shall not be abridged.

7. Employees will be treated in a fair and equitable manner, free from abusive language from their supervisors and/or peers. They will be informed of changes to working conditions in writing, if necessary to clarify, so that work productivity may be consistent with supervisor expectations. Employees will be informed of their line of supervision, to whom they are directly responsible in the event of first level supervisor absence.

8. Employees may utilize procedures described in the Personnel Automated Records Information System (PARIS) to access documents in their Office Personnel Folder (OPF). All documents created for action after receipt of the OPF by the Air Force Personnel Center are scanned and electronically filed in PARIS. PARIS is available for viewing by internet access. Employees may have access to, and obtain, copies of their Supervisor's Record of Employee (AF 971). At any time adverse entries are made in the AF 971, they will be initialed by the employee. Medical leave and other official records will be treated with privacy. Reviews will be limited to those having a need to know in the performance of their official duties. Employees may use reasonable duty time to contact or conduct official government business with base support agencies.

9. Employees will have the right to engage in outside work, volunteer activities, or political activities of their own choosing without being required to report to the Employer on such activities except as required by law and standards of conduct and ethics for federal employees. Employees may contact the Employee/Labor Management Relations Section of the Civilian Personnel Flight for guidance on whether or not the outside activity is a "conflict of interest."

10. Employees will have the right to privacy in every way consistent with law, regulations and agreement during counseling or discussions with supervisors or management officials concerning evaluations, work load reviews, performance discussions, discipline or adverse actions. If privacy is not possible in the immediate

work area due to physical layout, the supervisor should make every effort to locate an area or room where discussions/counseling may be conducted in private without outside interruptions.

## **ARTICLE V: UNION RIGHTS AND REPRESENTATION**

1. **RECOGNITION:** The Employer recognizes that the Union has the exclusive right to represent all covered employees in negotiations and joint meetings with the Employer with regard to all matters affecting the conditions of employment.

a. The Employer agrees to respect the rights of the Union and to meet jointly and negotiate with the Union on such matters, and further agrees to negotiate with the Union regarding formulations and implementations of any new policy or change in policy affecting the employees or their conditions of employment.

b. The Union has a right to propose new policy, changes in policy, or resolutions to problems and this right shall apply at all levels starting with the steward and first level supervisor. Representation shall occur at the lowest level at which a matter can be resolved, and the initial point of contact shall be the lowest level management official and union official having responsibility and authority to act. If either party at the initial contact feels resolution of a matter is outside its jurisdiction, the matter shall be referred immediately to the next higher level within the Union and/or management. Management at each level of the activity, shall discuss with the appropriate union official the effect in his or her organizational area, the impact of union and employer negotiations, problem resolution or discussions relative to nonnegotiable matters. Bargaining may then occur on the impact of a nonnegotiable matter.

c. The Employer will recognize duly elected Local 1031 officers and officials/representatives designated by the Union, including stewards. The Union will supply the Employer in writing, and will maintain on a current basis, a list of the Union officers, officials, and/or stewards. The Employer will distribute its list to appropriate agencies with official bulletin boards for posting. The Employer will not recognize any individual as being an official or steward who has not been designated by the Union president.

d. The Employer will recognize representatives of the NFFE National Office. The Union will provide notice to the Employer of date, time and approximate duration of visits to be made by representatives of the national office.

2. **REPRESENTATION:** The Union will be provided an opportunity to be represented at all formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters



affecting the general working conditions of employee in the unit. A joint meeting requested by either the Union or Employer, or a meeting or bargaining session prescribed by agency/activity policy or this agreement shall be considered a formal discussion and the Union will have to be notified in advance of such a meeting and of its right to be represented.

a. Union-initiated proposals for a new policy or changes in established activity policies or regulation, or resolution of a problem(s) will be presented to the designated Employer representative. Such proposals initiated by the Employer will be presented to the designated Union representatives.

b. Proposals which have been agreed upon through negotiations will be signed by the Union president and the Employer. Agreements between organizational units and official union representatives will be effecuated only within those units and with approval of the Union President.

c. The parties recognize the right of the Union to submit proposals or views directly to the Employer for consideration when changes in procedures are proposed by the Employer.

d. A unit employee or group of employees may present a grievance without representation by the union, provided the union, as the exclusive representative of an employee or group of employees, has a right to be present at these grievance proceedings through the final resolution. Employees may visit the Civilian Personnel Flight to informally discuss questions regarding working conditions, procedures, regulations, etc., without the requirement that a union representative be present.

3. **STEWARDSHIP:** The union may designate stewards in the various organizations having employees in the unit. The union shall determine the number and location of stewards. The stewards will represent the employees in dealings with supervisors regarding the application of personnel practices and policies, as well as other matters affecting working conditions of employees in the designated organizations. Officers and stewards are authorized to deal with supervisors regarding the application of personnel practices and policies, and other matters affecting working conditions of employees as well as represent individuals in any part of the bargaining unit. Upon request from either party, stewards and supervisors shall discuss, informally, items of concern in the application of this agreement to avoid misunderstanding and to deter complaints from either party. The union steward or official may receive, investigate, prepare and present employee complaints, grievances or appeals during duty hours. An employee may choose a steward from another section as desired.

#### 4. **AUTHORIZED OFFICIAL TIME:**

a. Local union officials, including stewards, shall be permitted reasonable time during working hours without loss of leave or pay to effectively represent employees in

accordance with this agreement. Use of official time will not be limited to the confines of the activity but will allow the representative to travel in accordance with the needs of the individual case. The union agrees to guard against the abuse of this time and to exercise diligence in completing its representational duties.

b. The union treasurer will be allowed up to four (4) hours a month of official time for maintenance of financial records required under the Civil Service Reform Act and the Labor-Management Reporting and Disclosure Act. In addition, reasonable time will be granted for union observer(s) of a complaint, grievance or appeal. This period shall be the amount of time necessary to observe these proceedings to their conclusion.

c. All negotiations and representational duties will normally be conducted on official duty time.

d. Reasonable time for receiving, investigating, preparing and presenting a complaint, grievance or appeal must depend on the facts and circumstances of each case; e.g., number and nature of allegations, number and complexity of supporting specifics, the volume of supporting evidence, availability of documents and witnesses and similar considerations.

**5. INTERNAL UNION BUSINESS:** Internal union business, such as attending union membership meetings, will be conducted during the non-duty hours of the employees involved. Upon request and subject to normal security limitations, the union shall be granted authority to conduct one (1) membership drive of up to sixty (60) days in duration per year. These membership drives will be conducted before and after duty hours and at break or lunch periods. Upon request, the employer shall provide the union with tables, if available, and bulletin boards, for use in such drives.

#### **6. LABOR-MANAGEMENT COOPERATION COMMITTEE:**

a. The parties agree that good relations and union participation is promoted by regular meetings of a labor-management committee. The committee will meet each month. The exchange of agenda items will be made at least one week prior to the meeting. Meetings will be conducted during regular duty hours. Emergency meetings will be arranged at the convenience of both parties involved as soon as a request by either party is received.

b. The labor-management committee meetings with management officials will be scheduled as needed. The purpose of such meetings is to promote understanding of problems related to the labor management relations program. These meetings will not be used to resolve individual grievances or complaints.

c. Where committees, task forces or work groups are established for the purpose of ascertaining bargaining unit employee views concerning conditions of employment, the union will be advised accordingly and be given an opportunity to designate a

representative. Where such committees, task forces or working groups are established to consider changes to working conditions within the bargaining unit, the union will be advised accordingly and be given the opportunity to designate a representative.

d. Union initiated policies or changes in established activity policies or regulations, or resolution of a problem or problems will be presented to the appropriate management official. Such proposals initiated by the employer shall be presented to the union president or his designee. Agreements regarding new or changed policy proposals will be signed by the union president and the employer for their respective organizations. Proposals which cannot be readily agreed to may be negotiated inconsonance with the article on negotiations in this Agreement.

## **ARTICLE VI: MANAGEMENT'S RIGHTS**

1. In the administration of all matters covered by this agreement, the parties are governed by existing or future laws, regulations of appropriate authorities, and by agency directives in existence at the time the agreement is approved. Subsequently published agency directives required by law, regulations, or rules will be implemented and administered under terms of this agreement.

2. This article is not intended to limit or waive the union's right to negotiate, in scope or substance, matters that are subject to negotiation provisions as provided by other statutes or executive orders outside the scope of this contract.

3. The employer retains the right, primary to other enumerated rights, in accordance with applicable statutes, directives, and regulations.

a. To determine the mission, budget, organization, number of employees, and internal security practices of the activity; and

b. In accordance with applicable laws

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

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

(3) With respect to filling positions, to make selections for appointments from:

(a) Among properly ranked and certified candidates for promotion;

or

(b) Any other appropriate source; and

c. To take whatever actions may be necessary to carry out the activity mission during emergencies.

4. The requirements of this article shall apply to all supplemental, implementing, and subsidiary agreements between the employer and the union.

5. No part of this agreement shall be interpreted by any party as a waiver of a management right unless such waiver is explicitly stated in the terms of this agreement.

6. Nothing in this article shall preclude the employer and the union from negotiating:

a. at the election of management; on the numbers, types, and grades of employees or positions assigned to any organizational unit, work project, or tour of duty; or on the technology, methods, and means of performing work;

b. procedures which management officials of the employer will observe in exercising any authority under this article; or

c. appropriate arrangements for employees adversely affected by the exercise of any authority under this article by such management officials.

7. The exercise of management's rights will not nullify or limit the rights of employees or the union to express dissatisfaction concerning procedures utilized by the employer in the exercise of their rights.

## **ARTICLE VII: NEGOTIATIONS**

1. **MANNER:** The parties to this agreement have the responsibility to conduct negotiations and other dealings in good faith. The employer agrees to give the union an opportunity to negotiate any policy, a change in policy, or impact thereof, as required by law, prior to implementation.

a. It is the employer's responsibility to negotiate with the union on other policies, practices and procedures used in implementing its rights, or on the adverse impact a change might have on bargaining unit employees. If the provisions of new or existing instructions, regulations, or directives conflict with this agreement, the provisions of this agreement will govern.

2. **SCOPE OF NEGOTIATIONS:** The parties agree and understand that matters appropriate for negotiations include personnel policies and practices and matters affecting working conditions of employees in the bargaining unit. Amendments and supplements to this agreement may be proposed for negotiation by either party by mutual consent. The union may propose changes in policy or methods. The employer will meet with the union and negotiate, when requested, before making changes to practices and procedures.

3. **NEGOTIATION PROCEDURES:** Negotiating sessions may be requested by either party. Requests shall state the specific subject matter to be considered at such sessions. The following procedures shall be followed:

a. Either team may consist of a number of members of its own choosing, but may not exceed the maximum number agreed upon by both parties.

b. A chairperson and alternate chairperson will speak for the respective negotiating committee. Other members may speak with the approval of the chairperson.

c. Names of the members of each negotiating committee will be exchanged formally by the parties in writing no later than seven (7) calendar days prior to the beginning of negotiations. Any changes regarding committee membership will be submitted to the other party no later than one (1) day prior to the next negotiating session.

d. Bargaining unit officials negotiating during regular duty hours on behalf of the union shall be on official duty time. Team members will be allowed a reasonable amount of official time to prepare and negotiate on all proposals.

e. Mid-contract and impact bargaining sessions will normally be conducted during regular duty hours on official time.

f. The effective date of the agreement will be the date approved by the Defense Civilian Personnel Management Service, Field Advisory Services (DCPMS-FAS).

4. **NEGOTIATION IMPASSE:** When the parties to the agreement cannot agree on a negotiable matter and an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed of, the parties shall again attempt to resolve any impasses. Either or both parties may seek the services of the Federal Services Impasse Panel (FSIP).

## **ARTICLE VIII. GRIEVANCE PROCEDURE**

1. **COMMON GOAL:** The employer and the union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the employee and be consistent with the principles of good

management. To accomplish this, every effort will be made to settle grievances expeditiously, at the lowest level of supervision, and in accordance with the law.

2. **SCOPE:** This negotiated grievance procedure will apply to matters of concern or dissatisfaction regarding the interpretation, application or violation of laws, regulations, or this agreement; conditions of employment; or relationships with agency supervisors and officials, including prohibited personnel practice charges, and disciplinary and adverse actions. It will apply to all matters indicated above, whether or not set forth in this agreement. This grievance does not apply to:

- a. A violation relating to political activities;
- b. Retirement, life insurance or health insurance;
- c. A suspension or removal for national security reasons;
- d. Any examination, certification or appointment; or
- e. Classification of position which does not result in reduction of pay or grade for the employee;
- f. Any proposed management action. This exception does not relieve management of its obligation to negotiate with the union as required by law;
- g. Non-selection for promotion from a group of properly ranked and certified candidates;
- h. Any action terminating a temporary promotion within a maximum period of four (4) years and returning the employee to the position from which temporarily promoted or to an equivalent position for a valid reason;
- i. Non-adoption of a suggestion or disapproval of a quality salary increase, performance or time off award or other kind of honorary or discretionary award;
- j. Separation actions of probationary employees or temporary and term appointment employees.

Nothing in this section shall prevent employees from exercising the option of appealing adverse actions to the Merit Systems Protection Board or processing any prohibited personnel practice defined in law through the statutory appeals process, provided the employee has not filed a formal grievance on the matter in accordance with this agreement.

3. **APPLICATION:** A grievance filed under procedures of this agreement may be undertaken by the union, an employee or a group of employees or management. Only the

union or a representative approved by the union may represent employees in such grievances. However, any employee or group of employees may personally present a grievance and have it adjusted without representation by the union, provided the union is given the opportunity to be present at all discussions regarding the grievance process. In exercising their rights to present a grievance, employee representatives will be unimpeded and free from restraint, coercion, discrimination or reprisal.

4. **PROCEDURE:** The following procedures are established for the resolution of grievances:

a. **Informal Grievance:** The informal grievance shall first be taken up by the grievant (and representative or steward, if he/she elects to have one), orally or in writing, with the immediate supervisor or the lowest level management official with authority to render a decision. The informal grievance must be initiated within fifteen (15) workdays of the incident that gave rise to the grievance, unless the grievant could not reasonably be expected to be aware of the incident by such time. In that case, the grievance must be initiated within fifteen (15) workdays of the date the grievant became aware of the incident. A decision will be given to the grievance within five (5) workdays after presentation of the grievance. Such decision shall be oral or written and will be clear and understood. In the event the grievance has not or cannot be resolved by the immediate supervisor or lowest level official with authority to render a resolution, the employee may, within five (5) workdays, present the grievance to the unit commander for resolution. The unit commander will then have five (5) workdays to either resolve or deny the grievance, or render no decision.

b. **Formal Grievance:** If no decision is rendered or if the grievant is dissatisfied with the decision given in response to the “informal grievance,” the grievance will be reduced to writing by the aggrieved and initiated as a formal grievance in accordance with the following steps:

Step 1: Within five (5) workdays after receipt of the decision in response to the informal grievance, the formal grievance shall be presented by the aggrieved or his/her representative to the employer. An extension may be granted upon request and with good cause. The grievance shall be submitted on the Negotiated Grievance Form (Appendix A of this Article) provided by the employer, and the decision in response to the informal grievance, shall be attached.

Step 2: Upon receipt of the formal grievance, the employer shall, within five (5) workdays, render a written decision and complete Section 2 of the Negotiated Grievance Form. An extension may be granted upon request and with good cause. Such decision and its basis shall be in writing.

Step 3: If dissatisfied with the decision, or no decision is reached in Step 2, the grievant may request the union to refer the grievance to arbitration in accordance with the provisions of this agreement. If the employer and the union both agree, the

grievance may be submitted for mediation before submission to arbitration. The notice referring an issue to mediation must be in writing, signed by the union president or acting president, and submitted within ten (10) workdays following the decision by the employer or opinion by the mediator. A request for arbitration shall be valid only if signed by the union president or acting president.

c. Either party may request an extension to make replies or submissions during any step of the grievance procedure. Since both parties recognize the importance of cooperative efforts, a request for extension will normally be granted.

d. To the maximum extent possible, the employer agrees to provide space for the use of the employee and union representative that will afford privacy for the discussion and preparation of a grievance.

e. A grievance under the negotiated procedure will be canceled at the employees written request, upon the employees reassignment out of the bargaining unit, or upon the employee's termination of employment with the agency. If the grievance involved a removal action or a compensation action, the grievance may be pursued at the request of the employee, following removal or reassignment out of the unit.

**5. ADVERSE ACTION GRIEVANCE:** A grievance resulting from an adverse personnel action must be initiated at the informal step within fifteen (15) workdays of receipt of the final notice issued by the deciding official. At the option of the employee, a grievance over an adverse action may be presented directly at the formal/informal step within fifteen (15) workdays of receipt of the final notice issued by the deciding official.

**6. UNION/EMPLOYER GRIEVANCE:** Should a dispute arise between the employer and the union over the interpretation, application, or violation of this collective bargaining agreement, the complaining party will give the other party written notification of the issue in dispute. Upon receipt of notice by either party, the employer or designated representative will meet with the union president or designated representative within five (5) work days to try and resolve matter. The receiving party will give the other party a written answer within fifteen (15) work days after the initial meeting. If the grievance is not settled, neither party may refer the matter to arbitration procedures as provided by the arbitration article of this agreement.

**7. MODIFICATION OF PROCEDURES:**

a. The time limits at any step of the negotiated grievance procedure may be extended by mutual consent. An extension justified by mission accomplishment, workload, union caseload, or emergencies will be approved. If given orally, an approval or denial will be followed up in writing.



b. Grievable matters that are beyond the control of local management may be submitted to the employer with the mutual agreement of the union and employer.

**8. FAILURE TO MEET REQUIREMENTS:** Failure of the employer to meet the time limits prescribed above shall permit the employee or the union to move the grievance to the next level of the grievance procedure. Failure of the employee or union to meet the time limits prescribed above shall constitute withdrawal and termination of the grievance.

**9. RECORDS AND DOCUMENTATION:** The employer, upon request, shall furnish the grievant(s) with pertinent records regarding a grievance under this article, subject to limitations of the privacy act. The union will be provided any and all information which serves as a basis for taking an action against an employee.

## **ARTICLE IX: ARBITRATION**

**1. RIGHT TO ARBITRATION:** Both the employer and the union have the right to submit issues to arbitration.

**2. SELECTING THE ARBITRATOR:** Within five (5) workdays from the date of receipt of a valid arbitration notice, the parties shall attempt to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall immediately request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators. A brief and specific statement of the nature of the issue in dispute will accompany the request to enable the service to submit the names of arbitrators qualified for the issues involved. The request shall also include a copy of the collective bargaining agreement. In the event that the entire agreement is not available, a verbatim copy of any provision relating to arbitration of the grievance shall accompany the request. The parties shall meet within three (3) workdays after the receipt of such list to select an arbitrator. The employer and the union will each strike one (1) arbitrator's name from the list of seven (7) and shall repeat this procedure until only one name remains. The remaining name shall be the only and duly selected arbitrator. The party requesting arbitration shall strike the first name. The grievant may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

**3. FEES AND EXPENSES:** Employer and the union agree to share the cost of arbitration equally. If either party withdraws the case from arbitration after a fee has been incurred from the arbitrator, the withdrawing party will pay the fee in full. If the withdrawal occurs due to a settlement, the parties will split the fee.

4. **ARBITRATION PROCESS:** The arbitrator's authority is limited to deciding only the issue or issues raised in the formal grievance at step 1.

a. If the parties fail to agree on a joint stipulation of the issue(s) proposed for consideration of the arbitrator; the arbitrator shall then determine the issue(s) to be decided subject to the limitations set forth below.

(1) The process to be utilized by the arbitrator may be one of the following:

(a) A stipulation of facts to the arbitrator can be used when both parties agree to the facts at issue and a hearing would serve no purpose. In this case, all facts, data, documentation, etc., are jointly submitted to the arbitrator with a request for a decision based on the facts presented.

(b) An arbitrator inquiry can be used when a formal hearing would serve no purpose. In this case, the arbitrator would make such inquiries as he or she deemed necessary, subject to security requirements, and prepare a brief summary of the facts and render a written on-the-spot decision without an opinion.

(c) A submission to arbitration hearing should be used when a formal hearing is necessary to develop and establish facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator.

(2) If the parties fail to agree on a stipulation of facts to the arbitrator either party may request an inquiry, or hearing.

(3) The parties may direct the arbitrator to eliminate a written opinion when using the process in (1) or (2) above.

(4) The arbitration hearing or inquiry will normally be held on the Employer's premises during the regular day-shift work hours of the basic work week. An employee of the unit serving as the grievant's representative, the aggrieved employee, and employee witness who are otherwise on duty shall be excused from duty as necessary to participate in and prepare for the arbitration proceedings without loss of pay, annual leave, or any other benefits. Employee participants on shifts other than the regular day-shift will be temporarily placed on the regular day shift for the week(s) of the hearing in which they are involved.

5. **TIME LIMIT:** The arbitrator will be told that in order to fulfill the delegation to arbitrate, he/she must render a decision and remedy to the Employer and the Union as quickly as possible, but in any event no later than thirty (30) days after the conclusion of the hearing.

6. **ARBITRATOR'S AUTHORITY:** The arbitrator's decision shall be final and binding and remedy shall be affected in its entirety.

7. **ARBITRATOR'S AUTHORITY IN DISPUTES OVER THE AGREEMENT:**

The arbitrator shall have the authority to resolve any questions or arbitrability and interpret and define the explicit terms of this agreement, 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.

8. **EXCEPTIONS:**

a. Either party may seek judicial review of the arbitrator's decision on matters which could have been appealed to the Merit Systems Protection Board within thirty (30) days of the issuance of the decision. Such review will be sought in the Court of Claims or a United States Court of Appeals in accordance with the provisions of Section 7703 of Title 5, United States Code.

b. Either party may file an exception with the Federal Labor Relations Authority to the arbitrator's award in any matter. Such exception must be filed within thirty (30) days of the issuance of the decision in accordance with Authority procedures. If no exception is filed, the arbitrator's decision and remedy shall be effected immediately. There will be no stay of management action during the procedural appeal of an arbitration decision.

**ARTICLE X: PAYROLL WITHHOLDING OF LABOR ORGANIZATION DUES**

1. The employer shall continue to deduct union dues from the pay of employees in the unit, subject to the following provisions:

a. The union agrees to procure SF-1187's, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues," and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay.

b. The president or financial officer of the union will certify on each SF-1187 that the employee is a member in good standing in the Local and submit completed SF-1187's to the Labor Relations Officer.

c. The president or financial officer of the Union shall notify the payroll technician when the Local's dues structure changes. The change shall be effected at the beginning of the first full pay period after receipt of such notice.

d. Allotments will be effected at the beginning of the first full pay period after receipt of SF-1187's by the payroll technician.

e. The labor relations officer will notify the union treasurer, in writing, when a dues paying member of the union is no longer eligible for dues withholding due to loss of bargaining unit status through promotion, reassignment, resignation, transfer, or etc., out of the bargaining unit.

f. The employer agrees to have the DFAS payroll office prepare a biweekly remittance check at the close of each pay period for which deductions are made and forward it to the financial officer of the union. The check will be for the total amount of dues withheld for that pay period.

g. The union president will immediately notify the appropriate payroll technician, in writing, of any changes in the name and/or address of the financial officer of the union.

h. The employer will submit with the remittance check a listing of the members, and amounts withheld. The list will also include the names of those employees for whom deductions have been permanently or temporarily stopped and the reason; e.g., moved out of the unit, separation, LWOP, or insufficient income during pay period.

i. A member may voluntarily revoke an allotment for the payment of dues by filling out an SF-1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues," and submitting it directly to the payroll technician. After receipt of such notice by the payroll supervisor, revocation will become effective as the first full pay period following the employee's anniversary date; i.e., if an employee begins dues withholding on 1 March the anniversary date would be 1 March of any succeeding year. The payroll supervisor shall provide the union appropriate notification of the revocation. The duplicate copy of the SF-1188 completed by the member will be used for this purpose.

2. Management agrees to provide this service without charge to the union or members and to continue this service regardless of contract status as long as the union holds exclusive recognition. Management will have the sole responsibility for dropping

persons who move out of the unit from dues withholding. Failure of management to do so will not result in any financial liability of the part of the union.

## **ARTICLE XI: USE OF OFFICIAL FACILITIES AND SERVICE**

1. **SPACE:** In order to facilitate and expedite the Labor-Management Relations Program, the employer agrees to provide to the union, space at the activity to be used for a union office, union meetings, and other appropriate activities; and utility services including telephone service and all official telephone expenses, as well as access to computers.
2. **INTERNAL MAIL SERVICE:** The union will be provided access to BITS, E-Mail, and FAX machines for distribution of official representation correspondence, addressed to on-base officials of the employer.
3. **BULLETIN BOARDS:** Bulletin boards shall be available for use by the union for the posting of notices and literature of the union. A space 18" X 22", limited to union use, shall be made available on official bulletin boards.
4. **COPIES OF AGREEMENT:** Copies of this agreement (including supplements and amendments) will be furnished to management personnel and all incoming employees. Fifty (50) copies of the agreement will be furnished to the union for its use. The contract is available to all employees on the Civilian Personnel Flight web page.
5. **LISTS:** The employer agrees to furnish the union (at least quarterly) an up-to-date list of all employees within the bargaining unit, showing name, office symbol, and position title.
6. **POLICY:** The employer agrees to make available to the union and employees Office of Personnel Management and Merit Systems Protection Board publications, including regulations, supplements, and classification standards. The employer will provide the union with access to and copies of any directives, regulations, etc., upon request.
7. **PARKING:** The employer agrees to provide free on-base parking facilities for employees within a reasonable distance of the work site.
8. **EATING FACILITIES:** The employer will insure that adequate eating facilities are available to civilian employees. Break/lunch rooms will be provided in work areas where fifteen (15) or more civilians are employed. In those areas which presently do not have adequate space for such facilities, alternate space will be provided within a reasonable proximity. Break rooms will be furnished, as a minimum, with an adequate number of tables and chairs.

9. **COPY MACHINE SUPPORT:** Subject to the advance approval and consent of individual copier monitors, the employer's copy machines may be used for reasonable copying of documents necessary in the course of representational duties.

#### **ARTICLE XII: ORIENTATION OF NEW EMPLOYEES:**

1. All new employees shall be informed by the employer that the union is the exclusive representative of employees in the unit. Each new employee shall receive a copy of this agreement from the employer, together with a list of the officials of the union.
2. The union will be given the opportunity to provide an informational broadcast regarding union goals, purposes, achievements, and benefits through the automated orientation program.
3. The union will be furnished a list indicating the names, position, grade, and duty assignment of bargaining unit employees hired the previous month, or as such reports are made available to the base.

#### **ARTICLE XIII: SAFETY AND HEALTH**

1. **GENERAL:** The employer shall institute an effective occupational safety and health program meeting the requirements of the Occupational Safety and Health Act of 1970 (OSHA). Union officials involved in activities or representation pursuant to this shall be considered to be on official duty. Employees shall receive official time to participate in any activities under this article.
2. **OCCUPATIONAL SAFETY AND HEALTH COUNCIL:** The employer will establish an Air Force Occupational Safety and Health Council. The purpose of this council is to provide a forum for discussion of AFOSH problems and make recommendations to the Commander. The council is chaired by the Installation Commander. The union will be a member of the council and will be notified of meetings and furnished a copy of the agenda and minutes.
3. **SAFETY AND HEALTH INSPECTIONS:** Qualified safety or bio-environmental engineering personnel will inspect all work places at least annually, and upon request of a union official to ensure compliance with Air Force Occupational Safety and Health guidance. A union representative will have the right to participate in the inspections on official time. Upon request the union will be provided a copy of the inspection reports.
4. **HEALTH AND SAFETY POLICIES:**

a. The employer will provide safe and sanitary working conditions and equipment in consonance with standards promulgated consistent with Chapter XVII, Title 29, Department of Labor Rules and Regulations. The employer will post, and keep posted, a notice or notices informing employees of the protections and obligations provided for in the OSH Act.

b. The employer will provide suitable protective clothing, equipment and safety devices for employees engaged in activities requiring same in consonance with standards promulgated under OSHA. Cleaning and repair of issued safety and environmental clothing will be provided by the employer.

c. The employer recognizes the potential danger to health and safety and the possible resultant lost time and resources to the government of an unsafe work area. The employer agrees to work with the Bio-Environmental Engineering Office and the union to ensure that working areas are reasonably free of health hazards.

d. The parties agree that the employer will consider applicable safety requirements and training of employees prior to assigning equipment operational duties or work that could cause injury, health risk, or property damage.

e. The employer will ensure employees work safely and report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. Stewards and other representatives of the union, in the course of performing their normally assigned responsibilities, are encouraged to observe and report unsafe practices, equipment and conditions, as well as environmental conditions in their immediate areas which may represent health hazards. The employer assures that no degradation, restraint, interference, coercion, discrimination, or reprisal will be practiced as a result of an employee's reporting an unsafe practice or condition.

f. No employee will be required to perform any work on a machine or in an area where conditions exist that are unsafe or detrimental to health as determined by either the Safety Office or Bio-Environmental Engineering Office. Further, no employee who is, by the nature of the job, required to work in an area identified as hazardous required to work alone or without a co-worker at the access to a hazardous confined area.

g. When an employee feels that he or she is subject to conditions so severe that even short-term exposure would be detrimental to health or safety, will report the circumstances to the immediate supervisor and union official. The supervisor and union official (if available) will inspect the work area to ensure that it is safe before requiring the employee to carry out the work assignment. If any doubt regarding the safety of existing conditions is raised by either the supervisor or union official a ruling shall be obtained from the appropriate safety or bio-environmental engineer. The supervisor will grant the employee immediate relief from any unsafe or unhealthy circumstances, pending

permanent resolution to the problem. When short-term exposure requires immediate solution and it is not possible to obtain Employer concurrence beforehand, then the employee will terminate his/her on-duty action and so notify the employer. Temporary assignments to other duties will be given by the employer. The employee may grieve the decision of the safety or bio-environmental engineer, or within fifteen (15) work days of the incident, present the grievance at the formal stage of the negotiated grievance procedure.

h. The employer will promptly abate all safety and health hazards that are reported by employees or found during inspections in accordance with Air Force directives on a “worst, first basis.” When an imminent danger situation is discovered, to include that caused by temperature extremes, it will be brought to the immediate attention of the supervisor who will take prompt action to eliminate or reduce the hazard or cease operations and withdraw exposed personnel until such action can be taken.

**5. ON-THE-JOB INJURY OR ILLNESS:** Employees will immediately report to their supervisor all injuries or illnesses which occur on the job.

a. In case of serious on-the-job injury or illness, or death of an employee, the employee’s supervisor will notify the appropriate union official as soon as possible.

b. The injured employee’s supervisor (with the union official present, if possible) will, as soon as possible, explain to the employee his/her rights and options under the Federal Employee’s Compensation Act, supply the employee with copies of the appropriate Office of Workers’ Compensation Program (OWCP) forms, and ensure that forms are properly completed. The injured employee will be supplied with a copy of the completed form.

c. The employer will process and promptly forward to OWCP employee and employer documentation required when an employee sustains an on-the-job injury or contracts an occupational disease and elects to file a claim. The employer will consult with the injured employee and union official, if employee requests.

d. When an employee is physically unable to perform his/her duties and suitable work cannot be found and the employee is unwilling to voluntarily report for a medical examination, the employee will be informed that he/she is being directed to have a fitness-for-duty examination, but that he/she may be examined by a qualified physician of his/her choice. An on-base medical examination will be on official time. 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 duty status, will be detailed to work assignments compatible with their physical condition or placed on leave if reasonable efforts have been made to find work assignments compatible with their physical condition.



e. As soon as practicable after official notification to the nearest of kin, the employer will notify the union of serious on-the-job illness, injury or death of an employee in the unit so the union may extend union benefits to which the employee and/or the employee's family may be entitled.

f. In consonance with Chapter XVII, Title 29, Department of Labor Rules and Regulations, on-the-job accident and illness records will be maintained and reported by the employer. A copy of all such reports shall be provided to the union for representational purposes.

#### **6. HEALTH SERVICES AND PREVENTIVE MEDICINE:**

a. The employer will provide immunization against communicable diseases to all employees, as resources permit. At the discretion of the proper medical authority, or as provided for by regulation, complete physical checkups will be provided for employees engaged in work that is considered to be hazardous to their health or safety (or health or safety of others). The extent and frequency of these examinations will be determined by the appropriate medical authority and/or regulations.

b. The union and employees acknowledge that "health maintenance" is primarily the responsibility of the individual. Employees are encouraged to participate in Air Force sponsored Health Promotion (Wellness) Activities designed to enhance individual or organizational effectiveness and well-being. Employees who participate in health promotion activities must do so responsibly and are expected to derive a direct benefit from program participation. The employer has the authority to grant excused absences to participate in these Air Force sponsored and administered physical fitness programs in limited circumstances which benefit the Air Force mission. Among these sanctioned activities are: health screenings, smoking cessation classes and individual exercise programs. The employer retains the right to approve excused absences for short periods if participation is consistent with workload demands, is not detrimental to mission effectiveness, and results in increased productivity.

c. Employees may be required to participate in occupational health program governing sight and hearing conservation, as well as periodic physical examinations/evaluations to determine exposure to hazardous substances or disease. Participation in these programs will be accomplished during the duty day.

**7. OCCUPATIONAL HEALTH AND SAFETY TRAINING:** Although employees are basically qualified to perform their duties, the employer recognizes the need for specific training and update training regarding occupational health and safety to assure employee safety and a minimum loss of staff-hours due to preventable injuries. The employer will accomplish safety training to ensure all employees are informed of safe working habits and practices appropriate to their jobs. Additionally, supervisors will instruct employees in safe working habits, practices and procedures with regard to

specific job assignments and will ensure manuals and regulations relating to safety and health are available.

**8. ENVIRONMENTAL DIFFERENTIAL PAY:** The employer will make additional payments to employees engaged in hazardous work or under special environmental conditions as prescribed in law. In the event the parties agree there are no comparable guides for a particular task, action will be initiated to establish an additional category to the applicable directives covering Environmental Differential Pay.

**9. HAZARD PAY DIFFERENTIAL:** Employees will be authorized pay for duty involving physical hardships or hazards as specified in 5 CFR 550, Subpart 1, Appendix A.

a. If the hazard has been included in the employee's position description, the hazard pay differential will not be paid unless:

(1) The actual circumstances of the specific hazard or physical hardship have changed from that taken into account and described in the position description; and

(2) Using knowledge, skills, and abilities that are described in the position description, the employee cannot control the hazard or physical hardship; thus, the risk is not reduced to a less than significant level.

b. The employer will not terminate authorized hazard pay differential without notification to the union and a reasonable time to discuss in conference with the goal of adjusting differences.

c. If the union or an employee identifies a situation where employees are exposed to hazardous conditions or physically hardship and are not receiving hazard pay differential, the employer will be promptly notified. The parties will meet to discuss the situation and, if appropriate, submit the hazard to the Classification Section in the Civilian Personnel Flight for review and inclusion in the position description.

#### **ARTICLE XIV: DISCIPLINARY AND ADVERSE ACTIONS**

##### **1. GENERAL:**

a. A disciplinary action is any action taken against an employee which causes anything derogatory about the employee to be placed in a personnel folder or which results in any other penalty. Disciplinary actions against all employees, including probationary employees, must be based on just cause, be consistent with applicable laws and regulations, and be fair and equitable.

b. For the purposes of this agreement, counseling sessions conducted by management officials with unit employees; or entries of the AF Form 971 recording such counseling; or letters of counseling or warning are not considered to be disciplinary actions. AF Form 971 entries and letters of a derogatory nature will be discussed with the affected employee. The employee will be given an opportunity to initial and date the derogatory information. The employee's initial will signify knowledge of, not necessarily concurrence with, the information.

c. For the purposes of this agreement, disciplinary actions are defined as oral admonishments, letters of reprimand, and suspensions of fourteen (14) days or less.

d. For the purposes of this agreement, adverse actions are defined as removals, suspensions for more than fourteen (14) days, reductions in grade or pay taken for cause, or furloughs for thirty (30) days or less.

**2. PRELIMINARY INVESTIGATION:** Prior to issuing an oral admonishment, a letter of reprimand or a proposed notice of disciplinary action, the immediate supervisor will undertake preliminary investigations to determine the facts. Employees of the unit are entitled to union representation at formal discussions, in which discipline may result, or the employee reasonable believes discipline may result, and will be notified of this right to representation before the discussion begins. If the employee desires such representation, it will be granted before further action occurs. Disciplinary action will be initiated within a reasonable amount of time.

**3. NOTICE:** A notice of proposed disciplinary or adverse action against an employee will be in writing and will inform the employee:

- a. of the specific reasons for the proposed action;
- b. of the name of the deciding official to whom the employee may respond;
- c. that the employee may answer orally and/or in writing and may submit affidavits or other written statements in support of that answer;
- d. the employee's response will be considered by the deciding official;
- e. the employee may be represented by a NFFE representative;
- f. of the employee's status during the notice period;
- g. that the employee and/or representative will be granted a reasonable amount of official time to receive copies of and review the material relied on to support the reasons in the notice, to secure affidavits or other written statements, and to prepare an answer to the notice.

4. **EMPLOYEE'S ANSWER:** The employee will have ten (10) work days from receipt of the proposal to transmit a reply to the deciding official. This period may be extended by the deciding official upon request of the employee.

5. **ACTION BY THE DECIDING OFFICIAL:**

a. The deciding official is the individual who makes the final decision to issue a suspension, separation, or other disciplinary action. The deciding official shall be at a higher level in the activity than the proposing official and shall have had no part in the proposed action that would indicate a predetermined judgment or biased opinion.

b. After investigating the incident and carefully considering the evidence and the employee's response and any mitigating factors, the deciding official may:

(1) withdraw the proposed action;

(2) institute a lesser action;

(3) institute the proposed action;

(4) reassign the employee to another position at the same grade and pay in the same geographic location;

(5) institute demotion to lower grade

6. **FINAL NOTICE:**

a. An employee will be given at least fifteen (15) days from the date of a decision to suspend or remove before the action becomes effective.

b. The employer will provide the union with a copy of all decision letters for disciplinary actions against any employee except those matters personal to the employee and the employee requests in writing that the action be kept confidential.

c. The decision notice will include a specific time period, no more than one (1) year from the effective date of a reprimand, when the letter will be removed by the employer from the personnel folder. The employer may opt to remove a letter of reprimand at an earlier date. Before making a decision to either issue or not issue a Notice of Reprimand, the supervisor will issue a Notice of Mandatory Meeting at least four (4) hours prior to the meeting. Matters of concern generating the meeting will be discussed and the employee will be given the opportunity to express views and opinions, and to provide explanations. Responses will be carefully considered before a decision to issue a Notice of Reprimand is made. A reasonable extension of time for meeting with the supervisor will normally be granted upon request and if circumstances warrant.

d. The supervisor will notify the employee prior to entering any derogatory information on the Supervisor's Record of Employee. Oral admonishment, recorded on the Supervisor's Records of Employee, may be deleted by the supervisor at any time within six (6) months but will not be recorded longer than six (6) months.

e. In the event an unfavorable final decision is issued, the employee shall be advised that he or she has the right to grieve the decision under the negotiated grievance procedure.

#### **ARTICLE XV: ACTIONS BASED ON UNACCEPTABLE PERFORMANCE**

In accordance with the performance appraisal system, required by 5 USC 4302, an employee may be reduced in grade or removed for unacceptable performance as follows:

a. An employee whose reduction in grade or removal is proposed is entitled to:

(1) Thirty (30) days advance written notice which informs the employee:

(a) of the specific instances of unacceptable performance by the employee on which the proposed action is based;

(b) of the critical elements of the employee's position involved in each instance of unacceptable performance.

(2) be informed:

(a) that the employee has a reasonable period to bring performance to a satisfactory level;

(b) how the work supervisor will assist the employee in that effort;

(c) what the employee must do to bring performance to a satisfactory level;

(d) that the employee's performance will be reevaluated at the end of the period.

(3) be represented by a union official or by an attorney or other representative.

(4) a reasonable time to answer orally and/or in writing.

(5) a written decision which:

(a) in the case of a reduction in grade or removal under 5 USC 4303, specifies the instance of unacceptable performance by the employee on which the reduction in grade or removal is based; and

(b) unless proposed by the head of the activity, has been concurred on by a management official who is in a higher position than the official who proposed the action.

b. In accordance with the performance appraisal system, required by 5 USC 4302, an employee may be reduced in grade or removed for inadequate performance. The procedures for effectuating disciplinary and adverse actions will apply.

c. If it appears that a medical condition may contribute to, or be the cause of, unsatisfactory work performance, guidance outlined in 5 CFR 339 with regard to “Medical Qualification Determinations” must be followed.

d. If the employee’s performance is suspected to be adversely affected by the abuse of alcohol or drugs, the Civilian Drug and Alcohol Prevention and Control Program guidelines must be followed. An employee may not be removed from his or her position, through adverse action procedures because of inefficiency, when this program is applicable, unless those requirements have been filled.

## **ARTICLE XVI: POSITION DESCRIPTIONS**

1. **INTENT:** Each employee is entitled to a complete and accurate position description, which will be reviewed annually by the supervisor and the employee. The requirement that the statement “performs other duties as required” be included on all position descriptions/core documents as rewrites occur, is intended to cover tasks which are reasonably related to the position and are of an incidental nature. Duties unrelated to a position may be assigned on an infrequent basis to accomplish the mission of the organization. New employees will normally be furnished a copy of their position description within 15 calendar days of assignment.

2. **POSITION DESCRIPTION CHANGES:** Whenever action is proposed to modify the duties and responsibilities of any position in the unit to the extent which may impact title, series, and/or grade, the proposed position description will be transmitted to the union, with an opportunity to negotiate the impact of any changes prior to effecting any official change of the position description with justification.

3. **EMPLOYEE COMPLAINTS:** Any employee in the unit who feels he/she is performing duties outside the scope of the position description or his/her position is inaccurately described may request, through the immediate supervisor, that the position description be reviewed. The employer will conduct an audit of the employee’s duties and responsibilities to determine the proper description. During the audit, the employer’s

representative will discuss the audit with the employee and the supervisor. In such instances, the employee will have the right to be accompanied by a union representative. Upon completion of the audit, the findings shall be discussed with the employee and the representative. If a satisfactory solution to the employee's complaint is not reached, the employee may grieve the position description content in accordance with Article VIII of this agreement.

### **ARTICLE XVII: POSITION CLASSIFICATION REVIEW**

1. The Union will be notified, in writing, of all survey schedules and changes in connection with position management reviews.
2. Audit findings will be discussed with the employee occupying an audited position. Upon request of the incumbent employee, the employee may make a written or oral presentation to the classifier concerning the classification action. If requested by the employee, a NFFE representative may make such presentations on the employee's behalf and/or may accompany the employee. Full consideration will be given to any representation on behalf of the employee prior to finalization of the audit findings.
3. **POSITION CLASSIFICATION APPEALS:** Any employee may appeal the classification of the position he/she occupies at any time. Such appeals will be processed IAW with governing OPM and AF regulations.

### **ARTICLE XVIII: INCENTIVE AWARDS**

1. The union is granted representation on Incentive Awards Committees charged with the responsibility to review and recommend covered employees for recognition.
2. The employer agrees to train supervisors and managers and to assist them in carrying out their incentive awards activities, and to provide information to all employees with regard to the Incentive Awards Program.
3. The employer agrees to establish an Incentive Awards Program which recognizes meritorious performance. The program will provide for the obligation of funds consistent with availability and applicable financial management controls. Awards distribution will be made fair and equitably between all classes of nominees, i.e., General Schedule-Federal Wage System, Non-Supervisor-Supervisor, etc., and will reflect varying levels of performance.

### **ARTICLE XIX: PERFORMANCE AND EVALUATION**

1. The performance appraisal system will incorporate all requirements of 5 USC 4302.

2. a. The development of performance standards and identification of critical elements will be a joint effort between the employee and his/her supervisor. These elements must be fair and equitable and consistent with the position description and classification standards of the job. Employees and their supervisors will meet at least once a year to discuss the performance standards and critical elements to be applicable for the coming rating year.

b. The standards and identified critical elements will be put in writing and signed by the employee and supervisor. Further amendments may be made during the rating year, and these amendments will be noted with the parties signatures. If there is no agreement on the standards or critical elements, the supervisor will decide.

3. a. To have an objective appraisal, the employee will work for the evaluating supervisor at least ninety (90) days. When this is not the case, the previous supervisor's preliminary appraisal shall be obtained for use by the reviewing official. He/She will review the preliminary appraisal and discuss it and the current evaluation with the employee and the new supervisor before rendering an appraisal.

b. Upon initial entry into a new position or upon a position change, an entry level rating of fully successful is automatically assigned on the effective date. This rating is effective until superseded. However, if the position change is into a position in the same competitive level or the position has been reclassified with no change in duties or on the basis of job enlargement and the employee has a rating of excellent or superior, the rating is not changed.

#### **4. APPLICATION:**

a. The evaluation given employees by their supervisor will be objective and the critical elements and performance standards will be fairly and equitably applied. If the employee believes the above criteria has not been met, he/she may grieve through the negotiated grievance procedure. All evaluations will be prepared in accordance with the following:

(1) The supervisor will discuss the employee's job performance with the employee in private surroundings at least annually or more often as required by applicable regulations.

(2) If the supervisor has identified shortcomings in the employee's performance, the employee will be notified when the problem is perceived. The supervisor will suggest ways for the employee to improve the quantity and quality of work in order to more satisfactorily perform duties at expected levels.



(3) The annual performance evaluations will be in written form. All performance evaluations will be reviewed and approved by a reviewing officer. A follow-up discussion between the employee and the rating official will be held after the reviewing official signs the performance evaluation.

b. Prior to the date an employee is eligible for a within grade increase, the immediate supervisor will review the work of the employee. When a supervisor's review leads to the conclusion the employee's work is not at an acceptable level of competence, the supervisor will notify the employee in writing at least sixty (60) days before the employee is eligible for the within grade increase, the following:

(1) An explanation of those aspects of performance in which the employee's service falls below an acceptable level;

(2) advice as to what the employee must do to bring his performance up to the acceptable level;

(3) a statement that his/her performance may be determined as being at an unacceptable level unless improvement to an acceptable level is shown;

(4) a statement that he/she has a period of not more than sixty (60) calendar days in which to bring his/her performance up to an acceptable level.

c. If the employee's performance becomes acceptable, the within grade increase will be granted. If the employee's performance has not improved, the supervisor will notify the employee in writing the within grade increase will be withheld. The notification will include reasons for withholding the within grade increase and will inform the employee of his/her right to file a timely grievance.

d. The procedures outlined for granting or withholding a within grade increase (WGI) will also apply to career ladder promotions or the upgrading of employees in positions with known promotion potential.

5. All proceedings and materials will be kept confidential.

## **ARTICLE XX: MERIT SYSTEM - PROMOTION AND DETAILS**

1. **General:** The merit promotion program will be based on conformance with the merit principles specified in 5 CFR 335.102, AFMAN 36-203, and the negotiated HAFB Supplement.

2. A monthly list of vacancies and/or projected vacancies for which recruitment action is initiated will be provided to the union.

3. The Promotion and Placement Referral System (PPRS) will be used to identify candidates for priority placement, promotion, reassignment, or voluntary change to lower grade for positions being filled through the competitive process.

4. Competitive promotion procedures will apply to selections made by transfer, reinstatement; other than from reemployment lists, or reassignment to positions with known promotion potential. The following are situations in which employees shall be excluded from consideration through the merit promotion process:

a. Employees who have recently entered on duty in a permanent appointment to allow for proper coding of experience, education, and training. This exclusion may not exceed three (3) months after entry on duty.

b. Employees on approved leave without pay (LWOP) to accompany a spouse in a transfer and submitted a resignation at the same time the LWOP was approved.

c. Employees occupying a restructured or developmental position are excluded from competitive promotion consideration up to and including the target grade level. Employees are made aware of this exclusion as part of the conditions of employment at the time of placement into restructured or developmental positions.

d. Employees having a current appraisal rating of less than fully successful.

e. Employees whose security clearances have been revoked or denied will be removed from merit promotion consideration for positions requiring access to the sensitive information. Affected employees will be notified in writing that they will not be considered for sensitive positions as long as their security clearance revocation is in effect.

5. **AREA OF CONSIDERATION:** The area of consideration for positions filled under merit promotion procedures encompasses permanent employees serviced by the Civilian Personnel Flight at Holloman AFB. Supervisors may request expansion of the area of consideration if no more than five merit promotion candidates can be referred. The expanded area of consideration includes Air Force Central Skills Bank (CSB) registrants and/or other Air Force candidates who apply under announcements. Management may simultaneously consider other appropriate noncompetitive or competitive sources such as transfer eligibles, reinstatement eligibles, Veterans Readjustment Act (VRA) eligibles, 30 percent disabled veterans, Executive Order (EO) 12721 (family member employed overseas), handicap authority eligibles, and nonappropriated fund (NAF) employees eligible to apply under the interchange agreement (permanent positions only), or Office of Personnel Management (OPM) certified applicants.

**6. CERTIFICATION FOR PROMOTION:** A promotion certificate is a listing of the names of the best qualified candidates. A list of ten (10) and not more than fifteen (15), if ties exist within the best qualified progression level factor (PLF), will be referred to the selecting official.

**7. NON-SELECTED EMPLOYEE RIGHTS:** A non-selected employee, upon request for reconsideration in accordance with the AFMAN 36-203, may request representation by the union. The following information concerning a specific promotion action shall be available to an employee and/or representative upon request.

a. Whether the employee was in the “best qualified” group and if so, was the employee referred to the supervisor on the promotion certificate. If not referred for consideration, what knowledge, skills and abilities were absent.

b. Who was selected for the promotion.

c. Employee and/or employee representatives will be permitted to review the job analysis (JA) and all sanitized documents used in evaluating the candidates for promotion purposes. If the employee files a grievance, he/she will be furnished copies of these documents upon request.

**8. INTERVIEWS/SELECTIONS:** If any candidate is interviewed, all candidates on the promotion certificate will be interviewed. When interviews are conducted and candidates decline consideration, the declination of the interview will be documented on the promotion certificate. Telephone interviews are permitted when distance or other factors, such as leave, preclude personal interviews.

Employees selected will be released not later than the beginning of the second full pay period after the losing supervisor is notified of the selection. In rare cases, the losing and gaining organizations may agree to extend the effective date of the promotion, not to exceed 30 days.

**9. REASSIGNMENT AND CHANGE TO LOWER GRADE CANDIDATES:**

Management may noncompetitively reassign current qualified employees by mutual agreement of the gaining and losing supervisors, or to meet mission requirements. The desires of the employee and the use of volunteers will be considered prior to directing an unwilling employee to accept reassignment.

**10. CAREER LADDER PROMOTIONS:** Employees occupying positions with promotion potential who have performed satisfactorily will be promoted the beginning of the next full pay period after receipt at Air Force Personnel Center, with the supervisor’s concurrence and submission of a personnel action request to AFPC.

## 11. DETAILS:

a. In the interest of effective employee utilization, details to positions or work assignments requiring higher or different skills will be based on bonafide needs and will be consonant with the spirit and intent of this Article, applicable regulations and the merit system. Details may be used to meet emergencies or situations causing an abnormal work load, change in mission or organization, or absences by personnel.

b. Details of more than thirty days will be recorded, via a personnel action request, in the employee's official personnel folder, and a copy of the action forwarded to the employee. Details of thirty days or less will be annotated by the supervisor on the Supervisor Record of Employee (AF 971).

c. The detail procedure shall not become a device to afford certain individuals an unfair opportunity to gain qualifying experience or to prevent others from gaining such experience.

d. Non-competitive details should not exceed 120 days in an one year period.

e. When employees are fully qualified for promotion, their assignment to higher grade positions by temporary promotion in place of detail is required, if funds are available.

## **ARTICLE XXI: LABOR MANAGEMENT RELATIONS TRAINING**

**1. UNION SPONSORED TRAINING SESSIONS:** The employer agrees to grant official time to union officials and stewards for the purpose of attending union-sponsored training sessions, provided the training is of mutual concern to the employer and the employee in their capacities as union representatives, and training is conducted within the employee's normal duty time. Official time will normally be approved unless mission requirements cannot be met during the requested training period.

**2. EMPLOYER SPONSORED TRAINING SESSIONS:** The employer agrees to conduct training sessions regarding the administration of this agreement and activity policies affecting the working environment as required. Such training will be primarily concerned with orienting management officials on the requirements of administering this agreement. The union may be invited to participate in these sessions.

3. **OTHER TRAINING:** Union officials and representatives shall be authorized official time to attend mutually agreed employer-sponsored training of concern to the union in their capacity as representatives of the bargaining unit.

## **ARTICLE XXII: EQUAL EMPLOYMENT OPPORTUNITY**

1. **POLICY:** Discrimination in personnel management is prohibited by Federal Law. The employer shall, in no way, discriminate for or against an individual regarding employment or conditions of employment because of race, color, religion, sex, or national origin, age, handicapping condition, marital status or political affiliation. It is the employer's policy that total personnel management be accomplished in a manner that is free from discrimination and to provide equal opportunity for all employees.

2. **SEXUAL HARASSMENT:** The employer has the responsibility to provide a workplace free of discrimination and will take immediate action to eliminate sexual harassment, no matter who is causing the problem. The employer will conduct its' affairs free from sexual harassment. The Sexual Harassment Program will be conducted in accordance with Federal Law, rules and/or regulations.

3. **TRAINING:** Nominations and selections of employees for training, career development programs, courses and seminars will be made without discrimination.

4. **DISCIPLINARY ACTION:** Prohibited discriminatory practices by anyone may be subject to disciplinary or corrective action.

5. **MUTUAL CONCERN:** During periodic meetings, the employer and union will discuss matters which contribute to the full elimination of procedures or practices which may result in discrimination.

### **6. EQUAL EMPLOYMENT OPPORTUNITY (EEO) COMMITTEE**

**MEMBERSHIP:** The committee will consist of permanent members, as required by existing directives, and non-permanent members. The union may appoint one permanent member to the committee.

7. **EEO COUNSELORS:** The employer will notify the union when new or replacement EEO Counselors are appointed. The EEO Counselor will notify complainants of the existence of the negotiated grievance procedures.

8. **EEO COMPLAINTS:** Employees may grieve an act of discrimination in employment under the negotiated grievance provisions or through the agencies EEO program under Equal Employment Opportunity Commission (EEOC) rules by filing an EEO complaint, but not both.

9. **PROMOTION:** Promotion nominations and selections will be made in accordance with the law.

10. **RECOGNITION:** Employees or officials actively contributing to the advancement of equal employment opportunity or to the elimination of discriminatory practices will be recognized for their actions. Employer will publicize criteria and seek nominations from management, union, and employees.

11. **UNION REPRESENTATION:** An employee may designate a representative for assistance in the complaint process.

a. A person filing an EEO complaint under the negotiate grievance procedure should refer to Article 8, Grievance, for guidance in securing union representation.

b. If the complaint is filed under EEOC procedures, the complainant may either represent him/herself or designate any employee or person to assist as his personal representative. The initial designation and any changes in representation must be made, by the complainant, in writing, to the Chief EEO Counselor, Investigator, or DoD Office of Complaint Investigation. If selected, an employee may decline to serve as a representative.

12. **OFFICIAL TIME:** An employee or his/her representative, if the representative is an employee, shall be given a reasonable amount of time to prepare and present a complaint or any subsequent appeal if otherwise in an active duty status.

### **ARTICLE XXIII: DRUG AND ALCOHOL ABUSE PREVENTION AND CONTROL PROGRAM**

1. **GENERAL:** The employer shall institute an employee assistance program meeting the requirements of applicable laws, regulations and guidelines. The employer and the union shall discuss and negotiate any proposed local changes or recommendations relative to the program for employees with medical/behavioral problems. Union officials involved in activities or representation pursuant to this article will be considered to be on official duty. The program will be an item on the agenda of regularly scheduled meetings of the union and the employer. The supervisor may, at his/her option, require an employee with a suspected drug or alcohol abuse problem to attend an initial counseling session provided by the employer. Further employee participation in the program will be voluntary.

a. The employer or supervisor will advise employee being referred to Social Action/Mental Health for an alcohol or drug abuse evaluation that they may consult with a Union representative.

b. Given this common objective, the employer and union agree to work together to promote employee understanding of the assistance program and how to use those

services. Both parties will encourage civilian employees to use and maintain one of the health care programs available to civilian employees.

c. Personal privacy and confidentiality, except where excluded by law, must be protected for employees seeking counseling assistance consistent with applicable regulations. This is intended to provide for the safeguard of information divulged to a program counselor by an employee, except as waived in writing.

**NOTE:** All records developed by Air Force counselors and health care providers are the property of the government and are not subject to absolute doctor-patient privacy.

## 2. **POLICY:**

a. Employee standards of conduct, performance, and responsibility required by 5 CFR 2635, Standards of Ethical Conduct, and related regulations must be met.

b. Drug and alcohol abuse that impairs performance attendance, conduct, or the mission are not compatible with Air Force civilian standards.

c. Alcoholism and drug abuse are illnesses that directly impair job performance. They can be prevented and treated by a variety of ways.

d. Abusers are given consideration and help the same as employees with other health problems. The first interview in the Social Actions Office (SAO) must be on duty time. Sick, annual or leave without pay is granted for subsequent rehabilitative activity.

e. The employer is concerned with an employee's use of alcohol or drugs if it causes an employment related problem.

f. When criminal conduct is potentially harmful to the person or property of another person, the employer's responsibility is to protect that other person or property. This program does not mean the employer cannot refer violations of Federal or assimilated state law which occur on Air Force property or jeopardize United States resources for proper judicial determination.

g. An employee's job security or promotion opportunity will not be jeopardized by a history of prior alcohol or drug abuse or a request for rehabilitative help.

h. Employee drug and alcohol records and information must be kept in strict confidence as required by regulations.

i. Employees are urged to voluntarily seek information and help from the Social Actions Office (SAO). Except for employment in certain exempted position, employees are given confidential assistance. However, they should be encouraged to sign consent

statements to facilitate that help. An employee may also go on his or her own initiative direct to any community resource to seek help.

j. The program is administered without regard to politics, grade or position, union affiliation, race, color, religion, age, sex, marital status, national origin, or physical or mental handicaps.

k. No employee acknowledging a drug/alcohol related problem, resulting in unsatisfactory performance, will be terminated without first having the opportunity to avail himself/herself of professional help. Successful progress, as determined by a counselor, in a rehabilitative program will be viewed favorably in consideration of disciplinary action against an employee.

l. The employer is not concerned with employees' private lives, unless it impacts on job performance. Therefore, discussions and inquiries will be limited to the issue of performance and the underlying cause.

m. The employer will inform the employee of his/her right to have a union representative present at any discussion of the worker's progress in treatment.

3. **CONFIDENTIALITY:** The confidential nature of medical records of employees with medical/behavioral problems will be maintained. Neither counselors nor any management official shall reveal the name of the person voluntarily seeking assistance without the employee's written consent.

4. **PUBLICITY:** Management shall post its written policy on the program, news about the program, and assurances of confidentiality for participants on official bulletin boards. Management shall undertake a publicity effort within the activity to eliminate any stigma associated with such matters. The union agrees to publicize this program through its channels.

#### **ARTICLE XXIV: SMOKING AND TOBACCO USE**

1. **GENERAL:** The Union agrees to support the established tobacco use policy of the employer, and to solicit the cooperation of the bargaining unit members (both users and non-users) in complying with the policy. The policy is designed to ensure non-smokers are protected from the effects of secondhand smoke, while not necessarily inconveniencing those who desire to smoke.

2. The parties agree that proposals to change existing policies, or to establish new policies, regarding tobacco use and any reasonable accommodations necessary will be negotiated prior to implementation.



3. All civilian employees are expected to take the lead in helping meet Air Force goals by complying with employer policy.
4. Tobacco users are highly encouraged to attend tobacco cessation classes.

### **ARTICLE XXV: EMPLOYEE DEVELOPMENT**

1. The employer and the union agree that the training and development of employees within the unit is a matter of primary importance to the parties. Training courses and materials furnished by the employer will be distributed on a fair and equitable basis.
2. Although it is expected employees have initial skills qualifying them to perform their duties, the employer and union recognize the need for ongoing development, career planning and training to maintain competence in the work force.
  - a. The employer will plan and provide training to enhance employee development, efficiency, and skill training to accomplish the mission, and incorporate new technological changes, or reorganization. Areas of training, selection, and assignment of training priorities is a function of the employer.
  - b. Management is responsible for:
    - (1) Assessing the training needs of employees;
    - (2) developing or updating annually, as needed, a training plan that will contribute to current or future performance of the employee.
    - (3) counseling employees regarding self-development activities that would contribute to performance or career development, if requested.
3. A workforce that is current on changing technology, new equipment, and programs contributes to the efficient accomplishment of the mission. It is the employer's obligation to identify and to provide training necessary to maintain the currency of the workforce. The employer recognizes the responsibility to insure that such training is accomplished timely and in an efficient and cost effective manner.
4. The employer is obligated to keep employees informed of rules, regulations, and policies under which they are obligated to perform. This will include procedural changes to documentation of required forms used in the performance of daily tasks. If new forms or documentation is required in the daily performance of duty, employees will be provided training on how to correctly fill out the new forms, and a copy of the correctly filled out form.

5. The employer will, upon request of an employee, suggest, or identify training that can aid in achieving defined objectives and goals of the employee and employer. Upon request, available training programs will be discussed with the employee who would normally be eligible for such training.
6. When an employee is required to train another employee, the employer will consider loss of productivity due to training efforts by adjusting workload requirements accordingly.
7.
  - a. Evidence of completed training furnished by the employer will be recorded in the employee's Official Personnel Folder (OPF).
  - b. On receipt of the proper documentation, the employer agrees to record off-duty civilian education accomplishments in the employee's OPF.
  - c. The employee is individually responsible for keeping his OPF current and complete to fully reflect total employment experience, training, and education.
8. The employer, in accordance with existing regulations, may modify an employee's work schedule to assist the employee in undertaking an outside educational program. In addition, the employer may authorize reasonable duty time for job related study when the mission will allow.
9. The employer will make a reasonable effort to retrain employees whenever possible to avoid separation due to reorganization or reductions in force to prevent loss of knowledge and experience.
10. The employer agrees to extend consideration for the reimbursement of tuition and book expenses incurred by an employee to attend a job related course during non-duty time. If approved, partial or full reimbursement will be in accordance with 5 CFR 410.401 and 5 USC 4109(a)(2). If the employer provides book expense, books must be returned to the employer at the conclusion of course requirements. Any training required by the employer will be accomplished at the employer's expense.
11. **SPECIAL TRAINING:** Management recognizes the benefit to both parties of having union officials and stewards skilled in problem resolution and in applicable personnel policies and practices. Management agrees to provide such reasonable assistance as is requested by the union in providing training opportunities to enhance these skills.
12. The Employer will establish a systematic management program of developmental opportunities for all lower graded employees (GS-08 and below and wage equivalent) enabling them to perform at their highest potential which focuses personnel policy and practices on the development and implementation of specific career opportunities for

employees in 'dead-end' positions or occupational series which prevent them from realizing their full work potential.

13. The program's objective is to provide developmental opportunities for competitively selected lower graded employees whose performance, interest, work history, assessed education potential, and vocational background can be matched with mission related developmental opportunities.

## **ARTICLE XXVI: HOURS OF WORK**

1. **ADMINISTRATIVE WORKWEEK:** Seven consecutive calendar days constitute an administrative work week, which begins at 0001 Sunday and ends at 2400 the following Saturday.

2. **BASIC WORK WEEK:** Employees will use the standard work week and tour of duty, unless mission necessities require a different workweek or the employee is on an approved alternative work schedule.

3. **NOTIFICATION OF WORK HOUR AND TOUR CHANGES:** The employer will notify the union at least ten (10) days in advance of permanent changes in the tour of duty or to different hours of duty, unless the mission would be seriously handicapped in carrying out its functions, or costs would be substantially increased. The union may negotiate the implementation when the employer either establishes a new basic workweek or makes substantial changes to one in existence. The union agrees to support the employer in emergency situations concerning changes.

### 4. **SHIFT AND TOUR WORK:**

a. **Shift Assignments:** Shift assignments will normally depend on skill needs from qualified volunteers. If there are not enough volunteers, then assignments will be made on a rotational basis from a list of employees who are qualified, in reverse order or seniority: i.e., newest hired. Impairment of health, religious obligations or practices, and hardship will be considered and weighed against operational needs.

b. **Weekend Duty:** Weekend duty may be rotated among all qualified employees.

c. **Irregular tours and shifts** will have consecutive days off to the greatest extent possible. The union will be advised and impact bargaining will begin whenever the employer notifies the union of a change in hours of work, shifts, or tours of duty of an employee, or the assignment of an employee to an irregular tour.

5. **RELIGIOUS OBSERVANCES:** The supervisor may grant requested annual leave, or Leave Without Pay (LWOP), or will make every effort to adjust the work schedule for

those employees requesting absence from duty to observe traditional, recognized religious observances.

6. **REST BREAK:** Each employee is authorized one fifteen (15) minute rest break within each four (4) hour period of the normal workday for that employee. Additionally, one fifteen (15) minute rest break is authorized within each four (4) hour period of overtime worked. Employees will be allowed to take rest breaks away from the immediate worksite.

## 7. **ALTERNATIVE WORK SCHEDULES (AWS)**

a. It is understood the employer is authorized by law and regulation to establish AWS. Subject to the obligation to negotiate with the union, the determination to participate in the AWS programs identified in 7b will be made by the employer. The reasons for not participating in AWS will be based on adverse impact on the group mission or any other group's mission. The parties recognize that AWS programs will give employees greater control of their time, the ability to balance work and family responsibilities better, and take advantage of educational opportunities.

b. **DEFINITIONS:** Alternative Work Schedules (AWS): Work schedules made up of flexible or compressed schedules.

(1) **FLEXTIME PLAN:** The flextime plan allows the employee to elect a flexible daily schedule within the basic work requirement of an eight (8) hour day, forty (40) hour work week, and core hours defined by the employer.

(2) **5-4/9 PLAN:** The 5-4/9 Plan consists of a total of eighty (80) hours in nine (9) working days, limited to nine (9) hours per day during eight (8) days of the biweekly pay period and eight (8) hours on the ninth (9<sup>th</sup>) day to complete the basic requirement for the two (2) week period.

(3) **4-10 PLAN:** The four day workweek consists of work schedule of ten (10) hours per day for four (4) days a week.

### (4) **Adverse agency impact is defined as:**

(a) Reduction of an agency's productivity;

(b) a diminished level of services furnished to the public; or

(c) an increase in operations cost (other than administrative cost to process the establishment of an AWS program).

c. The union will be notified of the intent to establish an AWS prior to implementation to allow for negotiation, as needed.

d. If the employer determines that a flexible compressed work schedule has had or would have adverse impact on the group, or any section within the group, the employer will notify the union of their tentative decision to terminate or change the existing AWS prior to taking any action.

e. If the employer approves the Flextime Plan, the Commander will determine core hours and approved tours of duty. The approved tour of duty defines the limits (earliest beginning and latest ending times) within which an employee must complete his basic work requirement of 8 hours a day. An employee may normally choose a lunch period of not less than 30 minutes nor more than 60 minutes. Flextime schedules will be made to fit within the approved tour of duty for the employees involved. Disputes over days off and reporting time between employees will be settled by seniority the first time and then equitable rotation thereafter. However, workload consideration will be the overriding factor.

f. If the employer approves an AWS, unit employees will retain the option of participating or remaining on their current established work schedule.

g. **EMPLOYEE PARTICIPATION:**

(1) Employees must submit a written request to their immediate supervisor to participate in one of the approved group's AWS.

(2) Employees participating in AWS will normally remain on the plan elected for a minimum period of (120) days. A good faith attempt should be made to accommodate an individual's request for an exception to this rule on a case-by-case basis.

(3) An employee on a temporary duty (TDY) assignment will follow the work schedule used at the temporary work site.

**ARTICLE XXVII: OVERTIME**

1. **GENERAL:** The assignment of overtime work is a function of management, and management officials are required to keep overtime work to a minimum consistent with the accomplishment of the employer's mission. Therefore, supervisors are expected to assign overtime work in such a way as to accomplish work as efficiently and expeditiously as practicable. In no case will overtime be assigned to any employee as a reward or punishment. The assignment of overtime work should be kept to a minimum.

**2. EMPLOYEE ASSIGNMENT:** As a general rule, first consideration for overtime will be given to those qualified employees who are currently assigned to the job. Second consideration will be given to those other employees in the area who are best qualified to do the job where the overtime is required. In keeping with these considerations, overtime work will be accomplished by volunteers in the appropriate skills required, as far as practicable.

a. In the event an employee does not desire to work overtime, the employer will attempt to accommodate the employee's request to be excused from overtime work provided another qualified employee is available for the overtime. If an employee has scheduled leave, he/she should not be required to work overtime unless he/she volunteers or it is necessary for the employee to perform the duties required and no one else is available.

b. Prior to assigning mandatory Sunday overtime, the employer will seek qualified volunteers.

c. Employees will be given as much advance notice as possible, at least one week in advance, except in emergencies.

d. If an employee is required to work overtime due to unexpected absence of another employee scheduled to work the shift, he will be relieved as soon as possible, if there is a qualified and available substitute to take the employee's place.

**3. COMPENSATION:** Overtime worked will be compensated in accordance with the Fair Labor Standards Act (FLSA) or Title 5. All employees are entitled to overtime compensation, in either pay or compensatory time off, for work authorized or approved by the employer which is in excess of the normally assigned work shift per day or normally assigned workweek. An employee shall be neither compelled nor permitted to work overtime without being compensated by either compensatory time off or paid overtime. The parties agree duty free lunch periods during an overtime assignment are not compensable.

a. Employees who are classified non-exempt under the FLSA should not perform work outside normal working hours unless specifically ordered or authorized by the employer. If the employer suffers, and/or permits these employees to work, they must be granted compensation in accordance with FLSA.

b. All employees called in or scheduled to work outside of, and unconnected with their basic workweek, are entitled to a minimum of two (2) hours overtime pay.

c. Employees will not be assigned work to take home without compensation.

d. Employees shall be compensated for any partial hour of work in increments of fifteen (15) minutes.

4. **COMPENSATORY TIME:** General Schedule and Wage Grade employees exempted from the Fair Labor Standards Act and those covered by the Act, whose entitlement under Title V is as great as the entitlement under the Act, will be granted compensatory time off in lieu of overtime payments if the employee requests. The employee will make such a request at the time the overtime is to be worked. It will be the duty of the supervisor to inform the employee of the right to request compensatory time rather than overtime payment. No coercion will be used to get the employee to request time off rather than payment.

5. **HOLIDAYS:** Employees will be granted all holidays given to federal employees by statute as well as holidays granted by executive order. For employees whose regular 40 hour work week in Monday through Friday, a holiday falling on a Saturday will be observed on the preceding Friday; if the holiday falls on a Sunday, it will be observed on the following Monday. For employees assigned to an irregular tour of duty whose regularly scheduled 40 hour basis work week is scheduled on days other than Monday through Friday, the day observed as a holiday is determined as follows:

a. When Sunday is a non-workday and a holiday falls on Sunday, the next regularly scheduled workday will be observed as a holiday.

b. When the employee's regularly scheduled workdays include Sunday, the first non-workday in the administrative work week is designated as a day in lieu of Sunday. When a holiday falls on the non-workday designated in lieu of Sunday the next regularly scheduled workday is observed as a holiday.

c. When a holiday falls on a non-workday other than Sunday, or the non-workday designated in lieu of Sunday, the workday immediately preceding the day is observed as a holiday.

d. When an activity is closed on Friday or Monday because a holiday falls on Saturday or Sunday, employees whose regularly scheduled 40 hour basic work week includes both the holiday and the closed day and are required to work on the holiday, are paid regular pay for the closed day and premium pay for the holiday. They are not charged annual leave for the closed day.

6. **TRAVEL:** Travel will normally be scheduled during an employee's regular tour of duty. Employees will be paid for travel during regular duty hours on non-duty days to the extent allowed by either Title 5 or FLSA.

7. **CLEAN UP TIME:** Unit employees working in areas which must be cleaned daily may, at the discretion of the supervisor, be allowed a reasonable amount of official time for such clean up prior to the end of their work shift. Unit employees required to wear special government furnished clothing will be allowed a reasonable amount of official time for the changing of the special clothing prior to the end of their work shift. The

amount of official time allowed will be determined at the lowest practicable level of supervision based on specific circumstances.

### **ARTICLE XXVIII: LEAVE**

1. **ANNUAL LEAVE:** Annual leave shall be earned in accordance with appropriate statutes and regulations. If desired by the employee, the employer will attempt to schedule each employee for at least two consecutive weeks of annual leave every year in order to allow the employee rest and recreation away from the worksite, dependent upon mission requirements. Employees will state in advance the desired times for their annual leave. If several employees desire the same period of leave, leave for that period will normally be granted to the employee with the most seniority. However, this rule shall not allow the most senior employee to have the same leave period more than one year in succession when this period is also desired by other employees. Employees will be allowed to take annual leave, as necessary, for personal emergencies and other matters with the approval of the supervisor. In case of a transfer within a facility of an employee from one organizational element to another, the employer will give every possible consideration to approve previously scheduled leave.

2. **SICK LEAVE:** Every regular full time employee will earn sick leave at the rate of four (4) hours per pay period, and the earned amount will be prorated for intermittent and part time employees.

a. Sick leave may be used for medical appointments, illness of the employee which renders the employee incapacitated for duty, employee's exposed to a contagious disease as defined by regulation, bereavement due to the death of a family member, or to treatment and/or care of an ill family member as defined under the Family Friendly Sick Leave Act. Supervisors may request medical documentation for absences of more than three (3) days.

b. The Union acknowledges its obligation to promote the proper use of sick leave among employees. However, when a supervisor has evidence of sick leave abuse, the employee should be counseled concerning the abuse and that continuing abuse may be subject to disciplinary action. The employee may be required to furnish medical documentation that must be administratively accepted by the employer. If the situation improves, the requirement may be removed at any time; however, it will be reviewed at least every six months to determine if sick leave abuse has continued prior to extending the need for a doctor's certification.

c. The parties recognize the death of a spouse, child, parent, or other close member of the immediate family may result in the incapacitation of the employee and the use of sick leave as appropriate (Family Friendly Sick Leave Act of 1994).

3. **LEAVE FOR MATERNITY OR PATERNITY REASONS:**



a. Absences due to pregnancy may be charged to annual, sick, or LWOP or any combination thereof. Charges to sick leave are authorized only when the conditions of Section 2 above are met.

b. The employer recognizes that new parents may need time to adjust to a new family member, develop relationships, and provide for additional responsibilities. To assist employees meeting these needs, the employer will give due consideration to the requests for annual, sick leave, or leave without pay when related to the birth or adoption of a child.

c. The employer recognizes there may be times when employees will need time off to attend to the medical and personal needs of their dependents. (Family Friendly Sick Leave Act of 1994).

d. In appropriate cases, the provisions of the Family Medical Leave Act of 1993 and Family Friendly Sick Leave Act of 1994, for extended periods of absence, may apply to individual employees (Family Friendly Sick Leave Act of 1994).

4. **MILITARY LEAVE:** Employees who are members of the National Guard or Reserve forces will be granted fifteen (15) days military leave per year. This will be used for active duty or training. Management may, at its discretion, permit a flexible tour which would allow employees time off for weekend drills and summer camp without the necessity for using military leave. If an employee is called to duty as a member of the National Guard or a Reserve unit and has used all military leave, the employee may be granted leave without pay upon request or annual leave, if desired.

5. **EXCUSED ABSENCE:** Excused absence will be granted to those affected employees when the activity or parts thereof shut down due to emergency circumstances beyond the activity's control. In addition, excused absence for union officials will be granted for labor relations training. Excused absences will be granted under the following circumstances:

a. Blood Donations: Time may be granted for the employee to donate blood, plus travel time, up to four (4) hours.

b. Voting in federal, state and local elections: An appropriate amount of excused absence time may be granted when the polls are not open either three (3) hours before or after the regular duty hours of employee.

c. Attendance at officially sponsored unit activities is considered duty time. Employees who do not attend may elect to remain in the work place on duty or take leave.

6. **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. Leave without pay will be granted upon request to disabled veterans needing medical treatment and reservists and National Guard personnel for military training duties. Leave without pay may also be granted on an extended basis for educational purposes, while awaiting action on a disability retirement claim after all annual and sick leave has been exhausted, for OWCP claim or while serving as an officer or representative of NFFE.

7. **COURT LEAVE:** Court leave is leave of absence from duty without loss of pay or charge to annual leave to perform jury duty in a federal, state, or municipal court or to serve as a witness for the United States, the District of Columbia, or state or local government. Employees who are called to jury duty or witness service will refund the United States Government fees received from a court for jury duty or witness services. Employees who waive or refuse to accept jury or witness fees are liable to the government for the fees they would have received. Employees selected to serve will be placed on court leave; thus, continuing to collect their Federal salaries during the time they are on jury duty or witness service. In every instance, the activity will allow the employee to fulfill the citizenship requirement of jury duty unless an emergency at the activity prohibits it.

8. **SHORT TERM ABSENCE:** Supervisors will have the authority to excuse infrequent employee absences of less than one hour. Each case will be considered on its merits and no employee will receive disparate treatment in the granting of excuse for such absence.

#### **ARTICLE XXIX: TEMPORARY DUTY (TDY)**

1. Employees selected for temporary duty assignments will be notified as soon as practical. When a short notice (less than ten (10) days) temporary duty is assigned, the supervisor will advise the employee of the reason(s) for the short notice and, if requested, will assist the employee in making the necessary work arrangements.

2. Prior to an employee being issued travel orders, it will be determined by the employer whether the temporary duty is to a government installation.

a. Upon employee request, assistance will be provided by the employer in determining the availability of government temporary duty quarters and in making reservations for the employee, if administrative resources are available.

b. The use of government quarters during temporary duty assignments by employees is not mandatory, but can result in forfeiture of the lodging portion of the per diem allowance for non-use of adequate, available government quarters.

c. Employees that are authorized a government travel payment program credit card will use it for TDY expenses. Employees who are not authorized a government travel payment program credit card, may obtain up to 80% travel and per diem advance.

d. When employees perform temporary duty at a government installation without available government quarters, a non-availability statement must be obtained from the temporary duty lodging office. The non-availability statement must be filed with the employee's travel voucher for correct reimbursement of temporary duty expenses.

3. Standards governing the adequacy of government quarters are outlined in AFI 34-601. Generally quarters will:

a. have some form of alarm or wakeup service;

b. be clean and sanitary;

c. have maid service at least twice a week;

d. be within walking distance of eating facilities or some form of transportation is available;

e. be assigned to all civilian employees fairly and equitably and as prescribed in the regulation;

f. have heating, ventilation and air condition working properly.

4. Should the employee, upon arrival, find the facilities and quarters are not adequate, the employee should immediately notify his supervisor. The Supervisor will attempt to verify adequacy of quarters. The employee is entitled to a determination as soon as possible, but no later than one (1) workday, as to whether government or non-government quarters shall be used.

5. An employee anticipating a TDY that is concerned with the amount of reimbursement for per diem and travel should inquire at the local Travel Pay Section. The supervisor will make every effort to assist the employee in ensuring employees are correctly reimbursed.

6. TDY entitlements will be strictly in accordance with the Joint Travel Regulation (JTR), Vol II.

### **ARTICLE XXX: REDUCTION IN FORCE (RIF)**

1. **GENERAL:** The employer is responsible for determining the categories within which positions are required; where positions are located; and when positions will be

filled, abolished, or vacated. Through careful planning, consultation with the union, and use of other administrative procedures and programs, management officials, at all organizational levels, will seek to avoid the necessity of entering into a formal RIF action. RIFs will be conducted in accordance with 5 CFR Part 351, and the Air Force Personnel Center (AFPC) guidance for RIF and Transfer of Function (TOF).

## **2. STATEMENT OF PRINCIPLES:**

a. When the Employer becomes aware of the necessity to conduct a RIF, an attempt to minimize the adverse effect on bargaining unit employees will be made through appropriate means, i.e., reassignment, attrition, and positive placement efforts.

b. When a date is established for issuance of a specific notice of reduction-in-force, the employer will consider placement opportunities for all RIF or possible RIF employees prior to utilizing outside recruitment and competitive promotion actions to fill vacant positions. Placement from these sources will be made only if it is determined the applicant or promotion eligible has skills or abilities not available from current employees who have been or will be adversely affected by RIF.

3. **NOTIFICATION:** The employer and the union share common purposes of minimizing adverse impact on bargaining unit employees affected by any RIF action, and of accommodating the administrative needs of the employer.

a. The employer, upon receipt of official notification, will notify the union, in writing, of the projected RIF.

b. Each competing employee selected for release from a competitive level will be issued a specific written notice at least sixty (60) calendar days before the effective date of release. The union will be provided a list of affected employees when the specific written notice is issued to the employees.

4. **PERSONNEL FILES:** The union and employer will encourage each employee to review their automated employee and experience brief, and make any valid changes to the brief. The employer will establish a cutoff date for employees to update their records and will provide assistance to employees, when requested, when updating their records.

## **5. OFFER OF POSITION:**

a. The employer shall ensure each employee receives their right of assignment when adversely affected by the RIF consistent with 5 CFR Part 351 or other appropriate procedures or guidance. Failure to respond within the specified time period shall be considered a declination of the offer. The specified time period for employee's written response will be five workdays after the delivery of the specific notice.

b. Employees will be reassigned in lieu of RIF procedures, whenever possible.

c. Trainee positions will be filled at the target grade for employees who may be adversely affected.

**6. COMPETITIVE LEVELS AND RETENTION REGISTERS:**

a. Standardized competitive level codes will be developed, maintained and administered at the Air Force Personnel Center (AFPC), with a few exceptions. The local Civilian Personnel Flight (CPF) will provide justification for the exception to AFPC.

b. AFPC will maintain the current correct records needed to determine the retention standing of the competing employees. AFPC will allow the inspections of its retention registers and related records by employees and/or representative affected by RIF to the extent the registers and records have a bearing on a specific action taken, or to be taken against the employee. AFPC will preserve, intact, all registers and records relating to an employee for one year from the date the employee is issued a specific notice. AFPC will provide the CPF with a copy of the retention registers used to issue notices and amendments/changes to the RIF.

**7. SEPARATION:**

a. The employer will make a reasonable effort to provide information concerning employment in other federal agencies within the commuting area for employees who are identified for separation through RIF. Employees for whom no position are found may be counseled by a representative of the employer or a member of the Benefits and Entitlements Section of AFPC on the benefits to which they may be entitled.

b. When preparing for the RIF, the employer will contact the appropriate state Department of Labor to obtain available information in relation to available training programs, and inform employees how they may apply.

**8. WAIVER OF QUALIFICATIONS:** The employer may waive or modify OPM qualification requirements to place employees in vacancies to avoid separation IAW applicable laws and regulations.

**9. INFORMATION TO EMPLOYEES:** Upon request, the employer shall provide information needed by employees to understand fully the RIF procedures. The employer shall provide equitable treatment for all employees and make every effort to retain status employees during a RIF.

**10. RETIREMENT:** Prior to and during the RIF time frame, all retirements will be strictly voluntary. There will be no coercion, direct, or indirect, intended to influence the

employee's decision, but the Employer will freely advise the employee of any prospective retirement rights.

11. **COMPETITIVE AREA:** Air Force positions serviced by the CPF at Holloman AFB are considered one competitive area.

12. **DISPLACEMENT:** The employer will not fill a vacant bargaining unit position within the organizational unit in which the RIF is taking place until all reasonable alternatives to reduce the adverse effects on bargaining unit employees who are to be displaced as a result of the RIF have been taken.

13. **OUTPLACEMENT:** The employer agrees, in the event of a RIF, adversely affected employees will be registered in the Department of Defense Priority Placement Program and any other federal placement program in accordance with applicable policies and procedures.

### **ARTICLE XXXI: CONTRACTING OUT**

1. The Employer agrees to notify the Union of any intent to initiate a commercial activity study which includes bargaining unit positions. The employer further agrees to advise the union of the progress of the study and to meet and confer with the union as the study progresses. The employer also agrees to consider input from employees performing tasks subject to this study.

2. The employer agrees to seriously consider the union's views and recommendations regarding a commercial activity study and to safeguard the union's entitlements under provisions of OMB Circular A-76 and 5 USC 7114. The union will be furnished copies of all documents and/or schedules necessary to adequately represent bargaining unit employees. In addition, the union will be invited to participate in all meetings regarding Performance Work Standard (PWS) and Most Efficient Organization (MEO) planning, preparation, and consultation.

3. If after completion of the study, the decision is to contract out work being performed by bargaining unit employees, the employer and the union will meet and confer to assess and minimize any adverse impact. The employer agrees to make every reasonable effort to retain career employees by considering attrition patterns and restricting new appointments. The employer also agrees to retrain affected employees, as necessary, to ensure retention. Employees adversely effected by contracting out decisions will be advised of their rights and entitlements under reduction-in-force procedures.

### **ARTICLE XXXII: GENERAL INFORMATION**

**1. CUSTOMER RELATIONS:** Good customer relations are an important ingredient in successful mission accomplishment at Holloman AFB, NM. To achieve a good customer opinion, the collective effort of all employees is essential. The union agrees to cooperate and assist management in promoting courtesy, tact, service, and friendliness among unit employees when dealing with the customer.

**2. ENERGY CONSERVATION AND ENVIRONMENTAL PROTECTION:** Conservation of our natural resource (including energy) and environmental protection efforts are vital issues to all employees. The union shall assist the employer in such efforts by encouraging unit members to:

a. cooperate with and participate to the fullest extent practicable in employer-initiated programs designed to conserve energy or preserve environmental conditions;

b. call to the attention of the employer, practices, policies, or conditions which contribute to waste or deterioration of our natural resources;

c. be alert to the possibility of other means of energy conservation or environmental protection other than those initiated by the employer and submit suggestions for possible base-wide adoption; and,

d. participate in any other such practice(s) within employee's capabilities he may be able to accomplish independently in order to conserve energy or protect and/or preserve environmental conditions.

**3. PRODUCTIVITY:** The attainment and maintenance of the highest standards of work performance, including quantity and quality, are essential to mission accomplishment. Toward this objective, the union agrees to assist the employer by encouraging unit members to seek and achieve their highest potential and productivity in their particular employment situation.

**4. DAY CARE SERVICES:** Bargaining unit employees may use the base day care facilities on a space available basis. The cost of which is dependent upon total family income.

**5. CHARITY DRIVE:** The union agrees to cooperate with the employer in truly voluntary charity drives and to lend support to these worthy causes. In conducting these drives, parties will be guided by appropriate regulations which provide that no compulsion or reprisals will be tolerated and confidential gifts may be made by placing contributions in envelopes. Contributions will be on a voluntary basis and employees should not be contacted numerous times for contributions.

**6. SUGGESTION PROGRAM:** Recognizing the vitally important contribution suggestions make toward a better, more efficient, and less costly operation, the union shall fully support the Air Force Suggestion Program as it is implemented in the unit.

7. **UNFAIR LABOR PRACTICES (ULP):** The employer and union agree to provide advance notification to each other prior to filing an Unfair Labor Practice charge.

**ARTICLE XXXIII: DURATION AND EXTENT OF AGREEMENT**

1. This agreement becomes effective on the date of approval by DOD Field Advisory Service and will remain in effect for three years from the date of approval. It will be automatically renewed for successive periods of three years unless either party gives written notice to the other party of an intent to re-negotiate. Such notice will be received not more than ninety (90), nor less than sixty (60) calendar days prior to the expiration of this agreement, and must be accompanied by written proposals for all articles that the requesting party wishes to negotiate. When either party gives such notice, to the extent provided by law, the provisions of this agreement will be honored until a new agreement becomes effective.

2. Should any part of provision of this agreement be rendered or declared invalid by reason of subsequent law or government wide regulations, this agreement shall remain in effect through the life of the agreement or until the impact of the implementation of such matter can be negotiated.

3. Amendments and supplements to this agreement may be proposed by either party. However, negotiations shall be by mutual consent. If the basis for the proposal is law or regulation, the proposing party will provide the proper citation and identify the affected articles(s) of the agreement. If the parties agree to negotiate, they will meet within a reasonable time to discuss the matter. The proposing party will furnish a draft proposal prior to the meeting. The employer agrees to provide the union copies of amendments, deletions, or modifications to this agreement.

FOR THE EMPLOYER:

FOR THE UNION:

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RONALD S. BARON, LTC, USAF  
CHIEF NEGOTIATOR

\_\_\_\_\_  
CELESTINO FLORES, PRESIDENT  
NFFE LOCAL 1031  
CHIEF NEGOTIATOR

\_\_\_\_\_  
GARY YOUNG  
LABOR RELATIONS OFFICER  
NEGOTIATOR

\_\_\_\_\_  
CHARLES A. BORTFIELD  
CHIEF STEWARD  
NEGOTIATOR



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BILLYE R. SWANSON  
CHIEF, EMPLOYEE RELATIONS  
NEGOTIATOR

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STANLEY A. LOOSE  
3RD VICE PRESIDENT  
NEGOTIATOR

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JOSIE A. LABONTE  
EMPLOYEE RELATIONS SPECIALIST  
NEGOTIATOR

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BARBARA BROUGHTON  
MEMBER  
NEGOTIATOR

---

BLAINE E. BECKSTROM  
LEGAL ADVISOR

**APPROVAL:**

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DAVID G. CURDY, COL, USAF  
EMPLOYER

---

CELESTINO FLORES, PRESIDENT  
NFFE LOCAL 1031