

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**COMMANDER, 647<sup>TH</sup>**

**AIR BASE GROUP**

**HANSCOM AFB, MASSACHUSETTS**

**AND**

**PROFESSIONAL LOCAL 1384**

**NATIONAL FEDERATION OF**

**FEDERAL EMPLOYEES**

**DECEMBER 1993**

**MEMORANDUM OF AGREEMENT**

**USAF/NFFEE 1384**

**December 1993**

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ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

1.1 RECOGNITION. The Employer recognizes that the Union is the exclusive representation of all employees in the Unit described below.

1.2 UNIT DESIGNATION. The unit to which this agreement is applicable is composed of all non-supervisory general schedule and non-supervisory professional employees of the Phillips Laboratory and the Rome Laboratory AL-OL and all non-supervisory general schedule professional employees of the Electronic Systems Center (ESC) and the HQ 647<sup>th</sup> Air Base Group serviced by the Central Civilian Personnel Office, Hanscom AFB, except those specifically excluded by law.

1.3 The parties stipulate that this Agreement is not applicable to employees or positions outside of the bargaining unit.

## UNION RIGHTS AND OBLIGATIONS

2.1 The Union has the exclusive right to represent all employees in the Unit in consulting and negotiating with the Employer on personnel policies and practices and on matters affecting working conditions within the limits provided by this Agreement and law.

2.2 The Union accepts the responsibility for and agrees to represent in good faith the interests of all eligible employees in the Unit without discrimination and without regard to membership of the Union.

2.3 It is agreed that matters appropriate for discussions and negotiations between the parties are personnel policies and practices and all matters related to the working conditions of employees in the Unit. Discussions and negotiations under this Agreement may cover, but are not limited to, such matters as work environment, safety, labor management cooperation, employee services, training, methods of adjusting grievances and adverse action appeals, hours of duty, leave, promotion policies, reduction-in-force actions, and service to the Union to the extent the Employer is obligated to do so under the law.

2.4 For the purpose of arranging discussions and negotiations, the Employer and the Union shall each designate representatives through whom they shall initiate requests for discussions and negotiations. The name, title, and organization symbol of such representatives shall be furnished in writing by both parties.

2.5 The Employer agrees to recognize the officers and duly designated local and national representatives of the Union. The Employer agrees to give the Union timely notification and proposed change in existing personnel policies and/or practices and all matters related to the working conditions of employees in The Union will then be provided with ample opportunity to request appropriate bargaining and to meet, confer, and negotiate on the proposed changes prior to their implementation.

2.6 The Union, in consonance with its right to represent, has a right to propose new policy, changes in policy, or resolutions to problems. The Employer, to the maximum extent feasible, will invite Union recommendations on significant policy changes.

2.7 The Employer and the Union recognize the importance of developing and maintaining effective and cooperative bilateral relationships. To accomplish this, meetings between Union representatives will be held at reasonable times and convenient places as frequently as may be necessary. Either party may request a meeting at any time with the designated representative of the other party, and the request will be honored except in emergencies.

2.8 The Union is permitted by law to be present at any formal discussion between one or more representatives of Management and one or more employees in the Unit or their representatives concerning any grievance or any personnel policy or practice or other general condition

of employment. Management agrees to give notice to the Union prior to any formal discussion with a bargaining unit employee. The exclusive representative shall also be given the opportunity to be represented at any investigatory examination of an employee by Management if the employee reasonably believes that the examination may result in disciplinary action against him/her and the employee requests representation. The Union has the right to be represented at formal discussions at the request of the employee.

2.9 The Union has the exclusive right to represent employees in presenting grievances under the negotiated grievance procedure in this Agreement. An employee or group of employees may present a grievance themselves without representation by the Union, provided that the Union is a party to all discussions and grievance processing. The Union shall have the right to be present at the adjustment. The adjustment must be consistent with the terms of the Agreement.

2.10 It is agreed that internal Union business such as soliciting membership, collecting dues, electing officers, holding meetings, and posting and distributing literature will be conducted when the employees involved are in a non-duty status and in non-work areas.

2.11 The Union agrees to accept employees of the Unit as members and elect officials without discrimination as to race, color, national origin, sex, age, creed, preferential or non-preferential Civil Service status, handicapping condition, political affiliation, or marital status.

2.12 Union representatives will be authorized a reasonable amount of official time during duty hours to perform tasks which may be properly assigned to them by the Union on such matters as processing employee complaints and grievances and consulting with Management officials. Union representatives shall not use this assignment for matters outside the scope of this Agreement, and will conduct their business with dispatch. All time used during normal duty hours will be with the knowledge and approval of the appropriate supervisor. If the representative's use of regular duty hours for consultation with the employees interferes unduly with the proper performance of his/her official duties as any employee, the matter will be objectively discussed by the Employer, the representative, and the officers of the Union to find a satisfactory solution. The Employer agrees that there will be no interference, restraint or coercion against the Union representatives in the exercise of any right under the Civil Service Reform Act.

2.13 The Union, recognizing the Employer's obligation to maintain an accurate accounting of the use of official time, agrees that the time spent by employees in discussion and/or negotiation of any matters covered by this Agreement will be recorded against a special labor/management relations job order established under the job order cost accounting system.

2.14 The parties agree that when a Union representative requests official time to perform legitimate representational duties, normal office procedures will be followed in absenting himself/herself from the

worksite. Either prior to or after the representational function is completed, the representative will inform the supervisor which of the below listed categories is appropriate for the function. When the activity is completed, the supervisor will be informed how much time was used.

- ( a ) Negotiations
- ( b ) Labor-Management Committees
- ( c ) FLRA Proceedings/ULPS
- ( d ) Training in LMR
- ( e ) Formal/Weingarten Meetings
- ( f ) Negotiated Grievance Procedure
- ( g ) Arbitration
- ( h ) MSPB Procedures
- ( i ) EEO Procedures
- ( j ) Other Complaints/Not ULPS

2.15 The Union may request TDY for representational and training purposes on matters mutually beneficial to the Air Force and the Union. Management will consider such requests on a case-by-case basis in accordance with federal travel regulations.

## ARTICLE 3

### EMPLOYEE RIGHTS AND OBLIGATIONS

#### 3.1 UNION MEMBERSHIP

3.1.1 Employees in the Unit shall be protected in the exercise of their right, freely and without fear of penalty or reprisal, to form, join, and assist an employee organization, or to refrain from such activity. This Agreement does not prevent any employee, regardless of employee organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or agency policies.

3.1.2 This Agreement shall not be construed to preclude an employee from being represented by an attorney or other representative, other than the Union representative, of the employee's own choosing in any grievance appeal action or when exercising grievance or appellate rights established by law, rule, or regulation, except in the case of grievance or appeal procedures negotiated under this Agreement.

3.1.3 Nothing in this Agreement shall abrogate any employee's right or require an employee to become or to remain a member of a labor organization, except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The Employer shall not discipline or otherwise discriminate against any employee because he or she has filed a complaint or given testimony under the Civil Service Reform Act of 1978, the negotiated grievance procedure, or any other available procedure for redressing wrongs to an employee.

3.2 REPRESENTATION. Each bargaining unit member may be represented by the Union at any investigatory examination by Management if the employee reasonably believes that the examination may result in disciplinary action against him/her and the employee requests such representation. In addition, employees have the right to be represented by the Union in the presentation of any grievance as defined in Article 14.

3.3 INFORMING EMPLOYEES. The Employer and the Union shall take the necessary action to inform bargaining unit employees of those matters affecting their job and working conditions, as may be required by the Civil Service Reform Act of 1978 and this Article. It is the right of employees to be informed of those matters affecting their job and working conditions.

3.4 ACCOUNTABILITY. An employee is accountable for the performance of official duties and compliance with standards of conduct for Federal employees. An employee has the right to conduct his or her private life as he or she deems fit, provided his or her actions do not infringe upon the rights of other employees and do not interfere with the performance of official duties. Employees shall have the right to engage in outside activities of their own choosing without being required to report to the Employer on such activities, except as required by law or regulation, provided that neither appearance of nor an actual conflict of interest exists. The employee will not be coerced or in any manner required to



invest his or her money, donate to charity, or participate in activities, meetings, or undertakings not related to their performance of official duties.

3.5 NONDISCRIMINATION. Both the Union and Employer agree that each employee has the right to work in an environment free of discrimination based on race, color, creed, religion, sex, national origin, age, marital status, physical handicap, or lawful political affiliation.

ARTICLE 4

MANAGEMENT RIGHTS AND OBLIGATIONS

4.1 The Employer and the Union recognize and agree in principle that a professional research organization is best managed from flexible guidelines based on common understanding. Such guidelines permit maximum freedom for creativity yet foster equitable treatment for all employees.

4.2 GOVERNMENT REGULATIONS. In the administration of all matters covered by this Agreement, the parties and the employees and governed by existing or future laws, and the regulations of appropriate authorities as required by law.

4.3 RIGHTS RETAINED

4.3.1 Subject to subsection 4.3.2 of this Article the Employer retains the right to:

( a ) determine the mission, budget, organization, number of employees, and internal security practices of the agency; and, in accordance with applicable laws:

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

( c ) assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted;

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

( e ) take whatever action may be necessary to carry out the Agency mission during emergencies.

4.3.2 Nothing in this Article shall preclude the Employer and the Union from negotiating:

( a ) at the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

( b ) procedures which Management officials of the Employer will observe in exercising any authority under this section; or

( c ) appropriate arrangements for employees adversely affected by the exercise of any authority under this paragraph by such Management officials.

4.4 NONABRIDGEMENT. The provisions of Article 4 shall not nullify or abridge the rights of employees or the Union to grieve or appeal the exercise of the management 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 by anything in this article.

4.5 The Employer agrees to provide the Union with a summary of approved personnel actions occurring within the Unit of an informational basis and as time and manpower resources allow. Every effort will be made to provide this information on a monthly basis.

## ARTICLE 5

### EQUAL EMPLOYMENT OPPORTUNITY

5.1 The Union and Employer agree that if the effects of employment practices, regardless of intent, discriminate against any unit member or members on the basis of race, sex, religion, age, national origin, or mental or physical disabilities, specific and firm measures must be taken to redress effects of the discrimination. To assist the Employer in efforts to avoid discrimination and to insure that there is equal opportunity in the areas of hiring, promotion, demotion, recruitment, termination, rate of compensation, and in all training programs, the parties acknowledge the need for a firm and positive commitment to affirmative employment programs such as the Development Opportunity Program (DOP), Federal Women's Program, Program for People with Disabilities and the minority employment programs. While the Civilian Personnel Office bears primary responsibility for recruitment, supervisors and managers must also bear responsibility to seek out candidates. Bargaining unit members will be encouraged to contact potential candidates and refer names to management. Management acknowledges its responsibility to consider disciplining individuals within the organization who are guilty of willful discrimination.

5.2 The Employer will continue to work to establish realistic EEO goals in a continuation of the effort to approach a just representation for minorities and women in the Unit. Methods that may be utilized to achieve these goals include the filling of positions by selection from within the current ranks, training where necessary, as well as recruitment from without. EEO officials in organizations are responsible for assuring that all managers and supervisors within the organization are familiar with the Hanscom Affirmative Employment Plan and are responsible for soliciting recommendations and ideas from managers and supervisors within the organization to implement action items. EEO officials may be the Commander, Director, manager or functional. In each position where minorities or women are underrepresented, the selecting official shall orally justify to the appropriate EEO official the reasons for non-selection of women and minorities on the certificate.

5.3 Every reasonable effort will continue to be made to find the means to increase the number of career ladder and bridge positions for unit employees. Full consideration will be given to increase participation in the Hanscom Development Opportunity Program, to restructuring positions, and to filling positions at the entry level. Supervisors are encouraged to use the DOP to the widest extent possible. Upon request, the union will be provided information concerning the exclusion of a position(s) from the DOP.

5.4 PL and RL will continue to provide the Union with their implementation items in support of the Hanscom AFB Affirmative Employment Plan. ESC and ABG will be strongly encouraged to develop implementation items in support of the Hanscom AFB Affirmative Employment Plan and those will be provided to the Union, if requested.

5.5 All positions to be competitively filled will be given full consideration to EEO goals and will make a genuine attempt to reach these goals. Management will strongly consider EEO goals within the Hanscom Affirmative Employment Plan when filling positions from any source.

5.6 The Civilian Personnel Office will review all selections in terms of EEO goals with the Hanscom EEO plan and will discuss the reason for non-selection with the selecting official and higher Management. The Union will be provided with minority and female hiring statistics on a quarterly basis.

## ARTICLE 6

### PAYROLL WITHHOLDING OF DUES

6.1 Any employee of Hanscom Air Force Base who is a member of the Unit and who is a member in good standing of the Union may authorize an allotment of pay for the payment of his/her dues for such membership, provided:

( a ) The employee has voluntarily completed a request for such allotment of his/her pay.

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

( c ) The employee has not more than one current allotment for the payment of dues to an employee organization.

6.2 The Union will purchase Forms SF 1187, entitled, "Request for Payroll Deduction for Labor Organization Dues", and will distribute them to eligible members desiring to authorize an allotment for withholding dues from their pay.

6.3 Employees requesting the authorization will complete relevant information on the SF 1187 and sign in Section B. The form will then be returned to the Union for completion of Section A.

6.4 The Union will be responsible for submitting the completed and certified SF 1187 to the Labor Relations Office for certification that the employee and labor organizations meet the requirements for dues withholding. The Labor Relations Office will then forward the SF 1187 to the Civilian Pay Branch. Allotments will be effective on the first complete biweekly pay period after the properly completed and signed SF 1187 is received by the Civilian Pay Branch from the labor organization. Management will reimburse the union for union dues resulting from administrative error on the part of management in the processing of automatic dues allotments in the case where an eligible employee has clearly authorized such withholding and management has failed to withhold union dues.

6.5 A biweekly remittance check will be prepared by the servicing Civilian Pay Branch at the close of each pay period for which deductions are made. This check will be for the total amount allotted for dues for that pay period. The checks will be made payable to the National Federation of Federal Employees, Local 1384, and will be sent to the bank designated by the Union.

6.6 Each remittance check will be accompanied by a list which will contain the name of each employee for whom deductions were made and the amount deducted. The check will be mailed to the bank designated by the Union and one copy of the list will be forwarded to the Union.

6.7 The Union will promptly notify the Civilian Pay Branch, in writing, when a member of the Union for whom an SF 1187 has been filed, ceases to be a member in good standing. Upon receipt of such notice the

Civilian Pay Branch will terminate the allotment as of the next complete pay period.

6.8 Allotments shall be terminated when the employee leaves the Unit as a result of any type of separation, transfer, or other personnel action (except temporary promotion or detail); upon loss of exclusive recognition of the Union; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside of DoD; or when the employee has been suspended or expelled from the labor organization. Management has the sole responsibility for terminating allotments when an employee leaves the bargaining unit.

6.9 After paying dues for a minimum period of 1 year, an employee may revoke his/her allotment for the payment of dues at any time by completing SF Form 1188, "Cancellation of Payroll Deductions for Labor Organization Dues", and submitting it directly to the Civilian Pay Branch. When the employee cannot or does not desire to use this form, other written notification - prepared in duplicate and signed by the employee - will be accepted by the Civilian Pay Branch. Revocation in any case will not be effective until the first full pay period beginning after 1 March of each year if the revocation is received in the Civilian Pay Branch by 1 March. The Civilian Pay Branch will provide appropriate notification of the revocation to the Union. The carbon copy of SF 1188, or the duplicate of other written notification when completed by the employee, will be used for this purpose.

6.10 The Union will be responsible for informing and educating its members concerning the program for the allotment of dues and availability of SF 1187 and SF 1188.

6.11 Every completed SF 1187 that is submitted to the Civilian Pay Branch by the Union will be deemed to represent a member in good standing of the Union.

6.12 This withholding arrangement between the Union and the Employer may be discontinued upon the written request by the Union. The effective date of such discontinuance will be the first pay period following receipt of the written notice in the Civilian Pay Branch from the Union, unless a later date is specified by the Union. Management agrees to continue this service without regard to the agreement status as long as the Local holds exclusive recognition.

6.13 The amount to be withheld shall be exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. If the amount of regular dues is changed by the Union, the Civilian Pay Branch will be notified in writing by the President of the Union of the rate and effective date of the amended dues structure. The amended amount will be withheld effective the first pay period following receipt of the written notification by the Civilian Pay Branch, unless a later date is specified by the Union. Only three such changes may be made in any period of 12 consecutive months. Prior to the effective date, each change will be communicated to bargaining unit employees by the Union at the monthly bargaining unit meeting.

## ARTICLE 7

### USE OF OFFICIAL FACILITIES

7.1 At The request of the Union and subject to its availability and safety and security regulations, the Holzman Seminar Room will be made available during non-duty hours of the employees involved for regular monthly meetings of the Union and for special meetings in the interest of the Unit as a whole. In instances when a large gathering is anticipated other facilities will be made available based on availability and scheduling.

7.2 On the Official Bulletin Board of each Division, a full length column 18 inches wide will be reserved for the Union's use. The same fraction of space on the Official Bulletin Board of any isolated building housing a significant component of the Unit will be available for the Union's use. In addition, Management does not object to the Union's use of the same fraction of space on non-official bulletin boards in the corridors of buildings where Unit members are employed. Material Regulations and will be maintained so as to give the neat appearance.

7.3 The Interoffice Distribution System (BITS) shall be available for use by the Union in accordance with existing regulations.

7.4 The Employer agrees to assign office space to the Union and provide it with suitable furniture for conduction Union business. The Employer further agrees that this office will be suitable for private discussions of employee's problems with appropriate Union officers. Such office space, including utilities and access to a Class 5 telephone, will be provided for the duration of this Memorandum of Agreement. The Union office will be supplied with both DMATS and Boston area directories when issued.

7.5 The Employer agrees to make available extended visitor passes to two Union National Representatives designated by NFFE Local 1384, provided they meet the appropriate regulations as applied to civilians.

7.6 The Employer agrees to make available to the Union such items as duplicating equipment, typewriters and desk calculators, if available on the premises, on a non-interference basis.

7.7 The Employer agrees to make available to the union: FPM Supplements, Letters and Bulletins; AFR-40 series regulations and changes; ESC, PL and RL regulations and changes; Hanscom Bulletins; Keeping In Touch; personnel listings; award listings, and gains/losses/promotions/reassignment listings.



## ARTICLE 8

### ORIENTATION OF NEW EMPLOYEES

8.1 All new unit employees will be informed during in-processing orientation that the Union is the exclusive representative of employees in the unit and of their right to join or refrain from joining the Union. Each new employee of the unit shall receive a copy of this agreement from the Union together with a list of officers and representatives of the Union. A representative of the Union shall be afforded a period of time to be mutually agreed upon to speak at the in-processing orientation session to new employees to provide them with an introduction to the processes, goals, and achievements of the Union.

8.2 The Employer will furnish each new employee with printed information relative to his/her position and benefits to include but not limited to the following:

- ( a ) Code of Ethics for Government Employees.
- ( b ) Employee Benefits and Services.
- ( c ) Written explanation of the functions of each section of the Civilian Personnel Office.

8.3 All employees will be provided with this information along with updates and revision as required for the duration of this agreement.

8.4 The Employer will furnish the President of the Union on at least a quarterly basis the following information regarding all new employees of the unit:

- ( a ) Full Name.
- ( b ) Position Title and Grade.
- ( c ) Organization Assignment.
- ( d ) Date Entered on Duty.

## ARTICLE 9

### LEAVE

#### 9.1 ANNUAL LEAVE

9.1.1 Employees will earn and be granted annual leave in accordance with applicable laws and regulations. Careful consideration will be given to the desires and needs of the employees in granting annual leave.

Employees will be given an opportunity to discharge all annual leave earned during the leave year. The final determination as to the date and the amount of annual leave granted at any specific time will be made by the supervisor authorized to approve leave. Approval for leave scheduled in advance shall not be withdrawn by the Employer except in emergencies.

9.1.2 The Employer agrees to grant annual leave in a manner that permits each employee earning less than 20 days of annual leave per year to take at least 2 consecutive weeks of annual leave each year, and each employee earning 20 or more days of annual leave per year to take at least 3 consecutive weeks of annual leave each year, unless granting of such leave would cause severe work interruptions.

9.1.3 Employees will be granted emergency annual leave in the event of death, serious illness, or injury in the immediate family.

9.1.4 When possible, the Employer agrees to authorize annual leave to Union officers and/or delegates and to any national officer of the NFFE for attendance at any NFFE sponsored convention/meeting or other NFFE business. Such leave will cover these portions of meetings/conventions not meeting the criteria in 9.3.2.

#### 9.2 SICK LEAVE

9.2.1 Employees shall accrue sick leave in accordance with applicable laws and regulations. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness.

9.2.2 Sick leave will be granted to employees when they are incapacitated for the performance of their duties. Under certain circumstances involving contagious diseases, as set forth in applicable laws and regulations and for medical, dental, or optical examination or treatment when required and requested prior to beginning of absence, sick leave will also be approved. Notice of unanticipated sick leave will be given by the employer to his/her supervisor as soon as possible and in no event later than 2 hours after the normal time of reporting for work on the first day of absence. If the degree of illness or injury prohibits compliance with the 2-hour limit, the employee will report his/her absence as soon as possible. A supervisor may require administratively acceptable medical leave certification for sick leave of more than three consecutive workdays. A supervisor will request such certification in cases of sick leave abuse in accordance with Section 9.2.3; and, unless specifically waived by the supervisor, in the case

when the employee has a contagious disease, extended illness or disability. Management will not request unnecessary or unreasonable certification. All medical documentation will be safeguarded and treated in a confidential manner.

9.2.3 When an employee, who is absent frequently for periods of illness of 3 days or less, is suspected of sick leave abuse, the employee must be counseled at least twice by the supervisor concerning sick leave abuse and must have shown no significant improvement in leave usage since the time of counseling, before any action is taken. Prior to requiring a medical certificate for sick leave use, the employee must receive written notification of this requirement along with leave abuse evidence. If imposed, this requirement will be reviewed every 3 months and canceled when adequate improvement in leave use is shown. In no case will the requirement be in effect longer than 1 year. A supervisor may require administratively acceptable medical certification for sick leave of more than three (3) consecutive workdays. A supervisor will request such certification in cases of sick leave abuse; and, unless specifically waived by the supervisor, in cases when the employee has a contagious disease, extended illness or disability. Management will not request unnecessary or unreasonable certification. All medical documentation will be safeguarded and treated in the utmost confidential manner.

9.2.4 Advanced sick leave up to 30 days may be approved in cases of serious disability or illness, when there is reasonable assurance the employee will return to duty for a sufficient period of time to repay the sick leave advanced. Requests for advanced sick leave will be in writing and will be supported by a medical certificate.

9.2.5 Bargaining unit employees medically diagnosed with Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) will be treated with respect and compassion. All rights under this contract shall be preserved for employees described above. Employee medical records will be safeguarded in a confidential manner. Only those individuals with an official need-to-know will have access. Management will adhere to current (operative) Office of Personnel Management policy on AIDS in the workplace. Should an employee become unable to work, he/she may apply for disability retirement in accordance with applicable law and regulation. Leave without pay may be granted in accordance with Section 9.4. The Voluntary Leave Transfer Program is available upon the employee's request, in accordance with the applicable law and regulation.

### 9.3 EXCUSED ABSENCE

9.3.1 Employees of the Unit may be excused without charge to leave for participation in such civic activities as blood donations, civil defense drills, jury duty, registering to vote, and voting in accordance with applicable laws and regulations. Insofar as workload and mission requirements permit, employees may be excused without charge to leave in order to participate in blood donor programs. Organizations will make effort to publicize the blood donor program with the intent to encourage employee participation. While up to four hours of excused absence may be approved by supervisors for the purpose of recuperation and travel to

and from the donation site, additional time may be granted when unusual need for recuperation occurs.

9.3.2 Because of the benefits of the Unit and to the Air Force to be gained by having properly trained Union officers and representatives, excused absence may be granted by the SPTG Support Group Commander to employees who are elected officers or are officially appointed representatives of the Union and are responsible for transacting Union-Management business to attend Union or Government-sponsored training sessions, provided: (1) the subject matter of such training is of mutual concern to the Air Force and the employee in his/her capacity as the Union representative, and (2) the Air Force's interest will be served by the employee's attendance. Excused absence for this purpose will cover only such portions of a training session that meet the foregoing criteria. When possible, a written request containing the agenda for the training session will be submitted to the Support Group Commander at least 10 working days in advance of commencement of the training session. It is understood that duly elected convention delegates are covered under this provision. No more than two (2) delegates may be approved for excused absence at any one time for training under this section.

9.3.3 When the Support Group Commander decides to close the Base due to hazardous weather conditions or other emergency conditions, the decision will be relayed in accordance with procedures in ESC Supplement 1 to AFR 40-631. It is emphasized that the health and safety of employees is a matter of prime concern to the Management and it is understood that the distance from the Base release restriction will be reasonably applied. During these conditions, closure information will be relayed without undue delay. A policy of liberal annual leave will be observed on days when hazardous weather conditions exist. It is understood that the Support Group Commander has sole authority for authorizing excused absence prior to the end of the duty day. Dependent on hazardous weather conditions, tardiness not in excess of 2 hours is excused. Tardiness in excess of 2 hours may also be excused by the supervisor, because of unavoidable delay of resulting from adverse weather or from disruption of public or private transportation, in individual cases which are personally reviewed by the appropriate supervisor. In cases of employees who do not report for duty during hazardous weather, annual leave is charged unless the employee made every reasonable effort to get to work but was unable to do so because of weather conditions. Determining factors for consideration in the decision will include: distance between the employee's residence and place of work, mode of transportation, etc.

#### 9.4 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. Employees may also be granted leave without pay upon request if they have to their credit but for some reason choose not to take it. The granting of advanced sick leave or advanced annual leave in lieu of leave without pay will be examined in each individual case and normally will be granted when practical. Leave without pay may also be granted on an extended basis for educational purposes, while awaiting action on a retirement or Office of Workers Compensation Program (OWCP)

claims, while serving as an officer or representative of NFFE, and for other reasons as set forth in applicable laws and regulations.

#### 9.5 ABSENCE FOR FAMILY REASONS

MATERNITY - An employee who is pregnant will be allowed to work as long as she and her doctor feel it is wise, prior to the delivery of the child. Leave for maternity reasons in the form of sick leave, annual leave, and/or leave without pay will be granted for deliver, confinement, and for a period after delivery if the individual is incapacitated for duty. Annual leave or leave without pay may be granted subsequently for family needs balanced with mission needs in accordance with applicable regulations. The employee shall be returned to her position at the end of maternity leave.

PATERNITY - Fathers may be granted leave, i.e., the use of annual leave or leave without pay, in order to care for their wives who are confined or for minor children if the spouse is unable to care for the children. The amount of time allowed shall depend upon the circumstances of the individual cases. Such leave will be consistent with family needs balanced with mission needs in accordance with applicable regulations.

FAMILY - Leave for family reasons, i.e., LWOP or annual leave (sick leave in cases of contagious diseases) in accordance with law and regulation may be granted depending on the circumstances of individual cases. Reasons may include but are not limited to the care of sick or disabled children; sick, elderly or disabled parents; or for adoption processing. Such leave will be granted consistent with family needs balanced with mission needs, in accordance with applicable regulations.

## ARTICLE 10

### WORK SCHEDULES AND FLEXTIME

10.1 The Employer agrees to give the Union timely notification of a proposal to change any regularly scheduled work week for any employee.

10.2 The Employer reserves its right to determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work under 5 U.S.C. 7106(b)

10.3 The parties to this Agreement recognize that a flexitime work schedule may enhance productivity and increase employee morale. To this end, Management intends to provide an opportunity for all employees to participate in this program. Therefore, bargaining unit employees, exclusive of the following, upon written request and approval by the supervisor, shall be authorized to designate their work schedule, fixed tour or flexitime, in accordance with the provisions of this Article and 5 U.S.C., Chapter 61, as amended. The option to work flexitime applies to all unit employees with the following exceptions:

- ( a ) personnel identified for exclusion by Management from participating due to specific job requirements or mission needs, and
- ( b ) new employees with less than 90 calendar days employment, regardless of appointment, and
- ( c ) individuals with less than a fully successful performance rating. Also, employees whose performance begins to fall below fully successful during the rating period, upon notification of such decline may be removed from flexitime participation if such performance continues. Participation in flexitime may again be authorized by the supervisor if the employee's performance improves to a fully successful level and the employee has requested reinstatement.

10.3.1 It is recognized that although the use of flexitime work schedules by employees is permitted, job and mission requirements must, in all circumstances, be met. It is also recognized that all personnel included in a flexitime work schedule must understand and accept the responsibility associated with this program. Employees shall comply with procedures used to satisfy official work schedule documentation requirements. Abuse of flexitime work schedules can result in the termination of participation in the flexitime schedule and return to a fixed hour work schedule.

10.3.2 When Management determines that selected positions are not compatible with a flexitime schedule due to the nature of work and mission requirements, Management may deny or exclude such positions from participation; however, an employee occupying a position which is denied or excluded shall have the right to grieve any such denial or exclusions in accordance with procedures set forth in Article 14 of this agreement.

10.3.3 A flexitime schedule for a full time employee involves a basic work requirement of 40 hours in one week, eight hours per day, five days per week. For a part-time employee, the basic work requirement

is the number of hours to be worked in a given period as determined in advance. Flexitime hours are designated as hours, before and after a core period, during which an employee on a flexitime schedule may elect in advance as the time of arrival at and departure from work. An employee may vary his or her hours in accordance with this article, as long as he/she fulfills the basic work requirements as indicated in this paragraph and has received prior supervisory approval.

( a ) Core Hours for flexitime are 0900-1500, Monday through Friday. All personnel on a flexitime work schedule will be present or accounted for during these hours. Flexitime Hours will be 0630 through 1800. Lunch breaks may be greater than 30 minutes. The workday will be eight (8) hours in length plus the designated lunch break.

( b ) Employees may vary their arrival time by plus or minus 15 minutes from the approved flexitime schedule without prior approval provided core time is not affected. Departure time must than be adjusted to compensate for arrival time on a daily basis to assure that the basic work requirement is satisfied as specified above. Employees will be considered tardy if arrival time is greater than 15 minutes after approved arrival time according to procedures outlined in Section 10.3.4 below. However, supervisors may grant employees administrative time as is deemed appropriate for the situation and within their authority.

( c ) Employees may request and be permitted to extend their work hours if adequate workload and job requirements indicate a need as determined by Management. Such extended periods, prior to or following the employees approved work schedule, must be documented and ordered by Management on AF Form 428 in advance. In an emergency situation it may be approved at a later date, with the employee initiating the time and attendance card (AF Form 1278) to serve as evidence of the employee's request for compensatory time. Generally, compensatory time earned must be used prior to the close of the following pay period, but not later than the end of the fourth pay period after the one in which it was worked. Should such earned time not be used within these time frames, payment for overtime will be made without further delay.

10.3.4 No later than 10 calendar days before the forthcoming biweekly pay period, each employee participating under flexitime will submit in writing to his/her immediate supervisor a desired work schedule. The submitted schedule must be in accordance with specified hours in Section 10.3.3 above and will be deemed approved unless contrary notification is provided to the employee by the supervisor NLT 3 business days immediately preceding the beginning of the pay period. Subsequent changes to the approved schedule will be made in writing. These changes will be approved provided that such approval does not adversely affect the mission or result in irreconcilable conflict with another employee's schedule. Work schedule changes arising in response to an emergency or immediate job requirement will not be subject to time frames specified in this paragraph.

10.3.5 An employee who elects to enroll in flexitime must notify his/her immediate supervisor no later than 10 calendar days before the forthcoming biweekly pay period. AN employee electing not to participate further in flexitime must notify his/her supervisor at least five (5)

business days prior to the beginning of the next pay period. Generally, an employee may enroll no more than twice in a calendar year.

10.3.6 Scheduling is the responsibility of the employee's immediate supervisor and will be approved no less than three (3) working days prior to the following pay period. If the employee's scheduling request cannot be granted the supervisor will notify the employee of the reason(s) as much in advance as possible. If a scheduling conflict arises between two or more employees, the employee with the longest service time, as reflected in their Service Computation Date, will have first chance, and so forth. The choice will then alternate equitably, if necessary.

10.3.7 Employees on TDY for training or other purposes will not be subject to a flexitime schedule.

10.3.8 Overtime, premium pay, and FLSA provisions will be administered in accordance with 5 U.S.C, Chapter 61, as amended.

10.4 Annual and Sick leave, as provided for in Article 9, must be scheduled in advance. However, if unscheduled leave should be required, the employee must notify his/her supervisor by the beginning of core time or at the earliest possible time.

10.4.1 Overtime hours are hours of work officially ordered in advance and in excess of 8 hours in a day or 40 hours in a week. Overtime will normally be assigned to employees for performing jobs within their regular duties. Employees will be given opportunities to work overtime consistent with their qualifications, their particular skills and capabilities, and the jobs to be accomplished. Management will consider the employee's desires insofar as mission requirements or job needs permit. Management will consider use of qualified volunteers first. If an employee reasonable believes a task or tasks to be inherently or unusually dangerous to his/her health, welfare, or life, or reasonably believes the task or tasks to be above his or her physical ability, the employee will report this situation to his/her supervisor for a determination as to whether or not the employee should perform the task or tasks.

10.4.2 The minimum overtime to be scheduled in a call-back situation will be two (2) hours. Employees shall receive overtime compensation for any portion of an hour worked in increments of 15 minutes.

10.5 An employee whose personal religious beliefs require that he/she be absent from work during scheduled work periods may, with the approval of the supervisor, elect to engage in compensatory work of an equivalent amount for the time lost as a result of meeting those religious requirements.



## ARTICLE 11

### TRAINING AND CAREER DEVELOPMENT

11.1 The Employer and the Union recognize that the training and career development of non-professionals as well as professional employees is an essential part of the Air Force mission. Management is responsible for encouraging learning, providing on-the-job training and off-the-job assistance, developing skills, and stimulating and encouraging employees' efforts at self development. It is a part of every unit mission and requires the vigorous support of supervisors at all levels.

11.2 The Employer will publicize formal training opportunities so that employees may apply for such training in accordance with the procedures set forth in the Merit Promotion Program.

11.3 The Employer and the Union recognize that each employee is responsible for applying reasonable effort, time, and initiative in increasing his/her potential value through self-development training. The Union, therefore, agrees to encourage employees to take advantage of training and educational opportunities which will add to the skills and qualifications needed to increase their efficiency in the performance of their duties and for advancement potential.

11.4 Management will provide training to help all levels of employees to develop skills, knowledge, and abilities that will best qualify employees to perform their currently authorized agency duties or those duties which they could reasonable expect to perform in the future. Management will make every reasonable effort to insure that agency resources are not used to provide an employee with an additional skill that may in turn qualify that employee for a higher level job, unless the provisions of the Merit Promotion Program have been complied with.

11.5 The Employer encourages the Union to submit recommendations concerning employees' training and career development. Career development through training for all employees should be recommended. Courses will be made available.

11.6 The Employer agrees to make available to all employees enrolled in approved training courses such academic aids as duplicating equipment, typewriters, desk calculators, etc., if available on the premises, at a mutually acceptable time.

11.7 Payment of registration and tuition fees for courses shall be consistent with Air Force regulations. The Employer shall make every reasonable effort to approve enrollment of the maximum number of employees in universities or other approved courses consistent with operational requirements and budgetary restraints.

11.8 Employees will be afforded the time and opportunity to attend and participate in meetings and conferences of recognized professional organizations in accordance with existing policy, laws, and regulations. The criteria for agency policy set forth in FPM Chapter 410 will be used as a guideline by the supervisor. If the employee's request for

attendance at a professional meeting is not approved, he/she will be given an explanation by the supervisor for the non-approval of his/her request. The reason for the non-approval will be set forth in writing, if requested by the employee.

11.9 When new positions requiring new techniques or abilities are established in the unit and qualified candidates are not available, the Employer may choose to provide job training opportunities in these areas and may select employees to enter this job training in accordance with existing laws and regulations. The parties agree to stress to the employees the need for self-improvement and training to increase their efficiency and their potential for advancement.

## ARTICLE 12

### MERIT PROMOTION

12.1 All personnel actions involving career progression of bargaining unit employees shall be consonant with the spirit and intent of this Agreement and the Civil Service Reform Act. The Employer agrees to conduct periodic training sessions for all bargaining unit employees to enhance their understanding of the merit system and to ensure fair, equitable, and consistent practices in the application of this System. The employer will ensure that qualified bargaining unit people have an equal opportunity for promotion in accordance with Article 5, Equal Employment Opportunity, of this Agreement.

12.2 When vacancies within the bargaining unit are to be competitively filled through the Merit Promotion Program, appropriate means will be used to develop a promotion certificate. When bargaining unit members appear on the promotion certificate, supervisors will make their selection giving consideration to the morale and productivity benefits associated with making a selection from within the bargaining unit. A non-selected bargaining unit employee will be given specific reasons for non-selection by the selecting official upon written request. This will be done to make the non-selected employee aware of those areas found lacking and give him/her the opportunity to improve competitiveness for future jobs. Every reasonable effort will be made to notify referred employees of non-selection prior to the vacancy being filled.

12.2.1 All unit employees who apply for a vacancy will be notified in writing as to whether they are qualified or unqualified prior to the vacancy being filled, if a promotion or lateral certificate is used. The selecting official will notify interviewed employees of selection/non-selection, normally prior to the vacancy being filled.

12.2.2 For an employee in a career ladder position, if the employee is performing at a fully successful level and all regulatory requirements are met, e.g., time-in-grade, training plan, SF-52, the employee will receive the career ladder promotion in a timely manner. It is understood that supervisors are responsible to monitor the progress of their employees, to submit the SF-52 for promotion in a timely manner, and to propose the effective date as early as practicable.

12.2.3 In a genuine effort to assist employee moves from other positions, training plans may be provided for entry level positions. The salary of the prospective selectee taking a change to lower grade under a formal training plan may be set at a higher level than a voluntary change to lower grade in accordance with applicable regulations.

12.3 If a promotion certificate is issued as provided for in this Article, management will utilize (as an option) the Automated Referral System (ARS) as a source of identifying candidates for vacancies in lieu of issuing vacancy announcements. Management agrees to provide instruction to employees on the skills coding of the Career Brief. Trainee positions (those with promotion potential) will be announced.

12.3.1 When a vacancy is announced, all bargaining unit employees who apply will be notified in writing whether or not they meet the qualification requirements. Bargaining unit employees will be allowed consideration for all vacancies to be filled competitively by the Hanscom AFB CCPO either by application under a vacancy announcement or ARS. They will be considered on an equal basis with all other candidates.

12.3.2 When a vacancy is advertised it will be listed at least twice in the Hanscom Merit Promotion Program Vacancy Announcement or by other means agreed to by the parties. Each vacancy announcement will include the position, title, organization, duration (permanent/temporary), and a statement concerning the principle purpose of the position. The following positions may be filled from existing and future Open Registers established for PL and/or RL, which include applicants installation-wide:

- Secretary (Typing), GS-6 and below
- Secretary (Steno), GS-6 and below
- Clerk, GS-6 and below
- Clerk-Typist, GS-6 and below
- Clerk-Steno, GS-6 and below
- Supply Clerk, GS-7 and below

PL and RL will furnish fifteen copies of a Job Listing Advisory to the Union for each vacancy at the time and approved SF-52 is forwarded to the Civilian Personnel Office. The Job Listing Advisory will indicate the proposed position title, grade and organizational location. Bargaining unit employees who have not previously applied for Open Register consideration may apply for a position as a result of a Job Listing Advisory. If a vacancy is announced as temporary and does not state that it may become permanent, it will be re-announced prior to being filled permanently. The qualification requirements and selective placement factors, if any, for vacancies to be filled competitively must be relevant to the position.

12.3.3 Copies of position descriptions of advertised vacancies will be given to employees upon request by the Civilian Personnel Office.

12.4 The Employer will make every reasonable effort to avoid changes in qualification requirements, additions to certificates, or reappraisal of candidates unless an error has been found. Long delays in selection following a vacancy announcement will be avoided. If a vacancy is canceled, a new vacancy announcement will be issued if that position is to be filled at a later date.

12.5 The selecting official is not required to interview candidates referred through ARS except that if one candidate is interviewed, all candidates must be interviewed or given the opportunity for an interview. Selecting officials, however, are encouraged in all cases to interview whenever possible.

12.6 An employee who has been changed to a lower grade through reduction-in-force or for other than personal misconduct, inefficiency, or personal request may be eligible for priority consideration for certain positions for which he/she is qualified. For information

concerning when this right is applicable, employees should refer to the Hanscom AFB Merit Promotion Program.

#### 12.7 TEMPORARY PROMOTIONS AND DETAILS

12.7.1 Whenever an employee is assigned to perform duties significantly different from those of his/her official position, that assignment will be recorded/implemented by either temporary promotion or detail. All temporary promotions and details will be processed in accordance with the Hanscom AFB Merit Promotion Program.

12.7.2 Selection of an employee will be fair and equitable in relation to all employees available for detail.

12.7.3 Details will be arranged to minimize employee personal hardships or inconvenience.

## ARTICLE 13

### POSITION DESCRIPTIONS AND POSITION CLASSIFICATION

13.1 INTENT. Each employee is entitled to a complete and accurate position description, which shall be reviewed annually. It is understood that the statement "other duties as assigned", appearing on an individual's position description, refers only to duties of a minor nature reasonably related to the employee's position. Employees will be provided with an opportunity to request and review on an annual basis a copy of their PDS-C Placement Data Brief, request appropriate changes and if the employee wishes, meet with a representative of the Civilian Personnel Office. However, employees may request copies of their Placement Data Brief at any time. All Bargaining Unit employees are encouraged to schedule an initial meeting if they feel that their Brief is not complete or accurate. Employees may submit appropriate changes to their Placement Data Brief at any time. All changes to the history portion of the brief will require the employee to submit certified official documents, records or other convincing evidence. If the employee disagrees with the result, he/she may request Union assistance. Appropriate changes that the employee indicates on the brief will be made in a timely fashion and a copy forwarded to the employee. If Personnel does not concur with these requested changes, the employee will be notified in writing. Management recognizes its responsibility to educate both supervisors and employees of the skills coding process.

13.2 Position descriptions will reflect current work assignments made by the supervisor. Position descriptions will include major tasks, duties, and responsibilities upon which the classification as to pay plan, series, title, grade can be made, and qualifications and experience requirements are based.

13.3 Each position will be described and officially allocated as to pay plan series, grade and title by an individual having classification authority and in accordance with current Office of Personnel Management standards or Agency guides.

13.4 The Employer agrees that the principle of equal pay for substantially the same work shall be supported through timely and proper classification of positions.

13.5 If any employee believes his/her position description does not adequately describe his/her duties and responsibilities, he/she should discuss the matter with his/her supervisor. The supervisor will review the employee's position description, and, if found warranted, will rewrite the position description. If the employee feels he/she needs additional information and assistance, he/she may request it from the appropriate Position Classification Specialist of the Civilian Personnel Office. At the employee's request he/she may be accompanied by a Union representative at any of these discussions.

13.6 If the employee is not satisfied with the results of the review by his/her supervisor, he/she may submit a request through his/her supervisor to the Division Director/Chief for review. If still not

satisfied, the employee may grieve following the procedure set forth in this Agreement.

13.7 The Civilian Personnel Office will maintain a position description file containing all current descriptions for the Unit. The employee will be notified of any proposed change in his/her position description by the supervisor and, when changes are made, will receive a copy of the new description in a timely manner after appropriate personnel action is completed.

13.8 Employees may appeal the pay plan, series, title, grade of their position at any time, according to the Classification Appeal procedures contained in FPM Chapter 511 and Air Force Regulations. Unit employees may appeal through Air Force channels first and then to the Office of Personnel Management (OPM) if dissatisfied, or may go directly to the OPM.

13.9 Employees may request representation at any point in the appeal process. The right to appeal is protected against any and all restraint, reprisal, or discrimination.

13.10 The Employer agrees to inform the Union in advance when significant changes will be made in the duties and responsibilities of positions held by employees in the Unit due to reorganization or when changes in position classification standards result in classification changes.

13.11 The Union may make recommendations and present supporting evidence concerning the adequacy and equity of a standardized position description or position classification standard. The Employer agrees to review the presentation and advise the Union of the results of its review.

13.12 The Union will be notified in writing whenever a division is scheduled to be surveyed. Normally, 48 hour notice will be given to an employee before an audit is conducted. Unless the employee agrees, the audit will not be conducted without the employee receiving at least 24 hour notification. Unit members may seek the advise of a Union representative when informed that his/her position is scheduled for an audit. The employee may request a Union representative to act as a advisor during the site audit.

13.13 Audit findings will be discussed with the employee by the supervisor and if additional information is desired, the employee can request clarification from the classifier. The Union will be notified of any determination that an employee in the bargaining unit is to be downgraded. Upon request, the incumbent employee may make a written or oral presentation to the classifier concerning the classification action. If requested by the employee, a Union representative may accompany him/her. Full consideration will be given to any presentation by the employee prior to finalizing the audit findings.

13.14 The Union will be informed when a bargaining unit member may be adversely affected by a classification decision. When bargaining unit positions are being considered for inclusion in an Air Force Career Program, the Union will be informed

## ARTICLE 14

### GRIEVANCE PROCEDURE

14.1 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 reasonable effort will be made to equitably settle grievances expeditiously and at the lowest level of supervision.

14.2 The initiation of a grievance in good faith by the grieving employee will not cause any reflection on his/her standing with his/her supervisor or loyalty or desirability to the Organization.

14.3 The Employer agrees that the grieving employee, Union representatives of employees, and employee witnesses on behalf of the grieving employee are assured freedom from restraint, interference, coercion, discrimination, intimidation, or reprisal.

14.4 An employee may present a grievance on his/her own behalf or be represented by a local Union representative at any stage of the grievance procedure. However, regardless of whether the aggrieved employee selects a representative from Local 1384 to process the grievance, the exclusive representative must be given the opportunity to be present at all stages of the grievance proceedings.

14.5 This negotiated grievance procedure (NGP) shall apply to any complaint by an employee or the Union concerning any matter relating to the employment of the employee, or concerning either an alleged breach or misapplication of the negotiated agreement or any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment, including prohibited personnel practice charges and disciplinary and adverse actions. This grievance procedure does not apply to:

- a. a claimed violation relating to prohibited political activities;
- b. retirement, life insurance, or health insurance;
- c. a suspension or removal for national security reasons;
- d. any examination, certification, or appointment;
- e. the classification of any position which does not result in the reduction-in-grade or pay of an employee;
- f. preliminary notices of disciplinary actions, adverse actions or performance related actions;
- g. a decision by management to terminate a probationary employee;

14.6 Nothing in this Article shall prevent employees from using either the negotiated grievance procedure, if applicable, or the statutory appeal procedure, but not both, for matters covered under Sections 4303, 7512, and 2302(b) of the Civil Service Reform Act. (Section 4303 covers removals and reduction-in-grade for unsatisfactory performance. Section 7512 covers removals, suspensions for more than 14 days, reduction-in-grade or pay, and furloughs for 30 days or less. Section 2302(b) covers



prohibited personnel practices.) An employee shall have exercised his/her option to raise a matter either under the applicable statutory procedures or under the negotiated grievance procedure at such time as the employee timely files a notice of appeal under the applicable statutory procedures or timely files a grievance in writing in accordance with this Article.

14.7 A grievance under this Article may be initiated by the employees in the Unit either individually or as a group or by the Union on behalf of the employees. In any case, the Union may initiate a grievance when it believes that rights assured it under the terms of this Agreement have been denied. A seemingly identical grievance by two or more employees may be considered as a single grievance if all parties concur. A decision on such grievance applies to all employees in the group and each is given a copy of the decision. An employee may withdraw from a group grievance, in writing, any time before a decision is rendered; however, he/she may not then re-initiate the same or a substantially similar grievance based on the same occurrence.

14.8 When an employee has initiated a grievance and does not choose to be represented by the Union, the Union will have the right to have a representative present, without charge to leave, at all formal discussions between the employee and the Employer concerning the grievance. Any settlement of a grievance presented under such circumstances will be consistent with the terms and conditions of this Agreement.

14.9 This procedure will be the only procedure available to the employee for the processing and final disposition of grievances relating to the terms of this Agreement.

14.10 New issues may not be raised by either party unless they have been raised at Step 1 of the formal grievance procedure; however, the parties may mutually agree to join new issues to a grievance at any step of the process.

14.11 The parties may mutually agree in writing to waive any step in this procedure.

14.12 The initiator of a grievance may terminate it by written notification to the other party. The initiator's termination action will be binding on him/her, the Union, and the Employer.

14.13 Failure of the initiating party to comply with time limits or to proceed with prosecution of the grievance authorizes the other party to cancel the grievance. Failure to render a decision within stated time limits authorizes the initiator to advance the grievance to the next step.

14.14 All time limits herein may be extended by mutual agreement.

14.15 Evidence which is relevant to the resolution of a grievance may be introduced at any stage of the proceedings up to and including Step 4 of the formal procedure.

14.16 It is recognized that it is in the interest of Management and employees to resolve complaints in informal discussions prior to the initiation of formal grievance proceedings. This is consistent with the conviction of both parties that it is most efficient and least disruptive of the mission to resolve problems as close to their source as possible. Thus, the employee is encouraged to first try to resolve any complaints with his/her immediate supervisor. He/she may discuss the complaint with a Union representative on official time. Use of official time must be requested of the immediate supervisor by the employee in advance. The request must state the purpose of the proposed discussions with the Union representative. Reasonable time will be allowed for such discussions. The time to be allowed will be determined on the basis of the facts and circumstances in each individual case.

14.17 INFORMAL GRIEVANCE PROCEDURE: The employee will first discuss his/her grievance with his/her immediate supervisor. The request for informal adjustment of a grievance should be made as soon as possible but no later than 21 calendar days from the date that the incident or circumstances occurred, or after Local 1384 or the employee become aware of it. The supervisor will give full consideration to all available facts. A decision will be rendered within 7 calendar days of the discussion with the employee and the reason for the decision will be explained to him/her.

#### 14.18 THE FORMAL GRIEVANCE PROCEDURE

Step 1: If the matter cannot be resolved informally, it will again be brought to the attention of the immediate supervisor in writing by the aggrieved or his/her representative within 7 calendar days of the informal grievance decision. The written grievance must contain names, addresses, telephone numbers of the grieving employees and their representatives and be signed by the aggrieved and his/her representative. The grievance shall specifically state the manner in which the employee/Union alleges that Management violated the Agreement or any other applicable law, rule or regulation. The grievance shall cite the Article and paragraph, regulation, law or policy alleged to have been violated and must state the desired corrective action. The supervisor will schedule a meeting, if the aggrieved so requests, within 7 calendar days after receipt of the written grievance for the purpose of discussing the matter at issue. The supervisor will render his/her decision in writing within 7 calendar days of the close of the meeting, if one is held, or within 7 calendar days of his/her receipt of the grievance, if no meeting is held.

STEP 2: Appeals of decisions rendered in Step 1 will be heard by the second level supervisor. The aggrieved, or the aggrieved and his/her representative will present a written appeal within 14 calendar days after the decision is rendered in Step 1, and will be provided with a written answer no later than 14 calendar days after presentation. A Dispute Resolution Meeting (DRM) shall be held between the supervisor at this level and the Union representative to discuss the issues in the grievance to determine what, if any, allegations need to be investigated, information to be gathered or researched, and resolutions to be considered.

STEP 3 For employees at PL and RL, respectively, appeals of decisions rendered at Step 2 will be heard by the PL and RL Directors, respectively, if the Director has not already rendered a decision at Step 2. For employees at ESC and ABG, appeals of decisions rendered at Step 2 will be heard by the 2-letter manager in ABG and the Deputy Chief of Staff of the functional office in ESC if the respective level has not already rendered a decision at Step 2. The aggrieved, or the aggrieved and his/her representative will present a written appeal within 14 calendar days after the decision is rendered in Step 2, and will be provided with a written answer no later than 14 calendar days after presentation.

STEP 4 Decisions rendered at Step 3 may be appealed to the Commander, 647 Air Base Group within 14 calendar days of issuance. The Group Commander or his/her designee will review the grievance file and determine whether he/she can adjust the grievance in a manner acceptable to the employee. The Group Commander will furnish a decision in writing within 14 calendar days of receipt of the grievance.

#### 14.19 GRIEVANCE MEDIATION:

1. A mediator assigned out of the Boston District of FMCS will act as a mediator in grievances which have not been resolved at the conclusion of the third step of the grievance procedure. Grievance mediation will occur under the following conditions:

a. Either party must request mediation within five (5) calendar days of the conclusion of the third step grievance decision in which the other party shall participate.

b. Grievance mediation must be completed within 14 calendar days of the start of the mediation process, unless extended by the parties.

c. Grievance mediation will start when a FMCS mediator is available.

2. The undersigned parties agree that grievance mediation may be an effective method of resolving grievances efficiently and economically by using the services of an objective third party to help the parties gain mutually acceptable grievance resolutions. The undersigned parties, having agreed to establish a process concerning grievance mediation, agree to the following as governing procedures for that process.

a. The parties agree that the grievance mediation process is a supplement to, not substitute for, the contractual grievance procedure.

b. All matters subject to the negotiated grievance procedure are appropriate for the inclusion in the grievance mediation process.

c. The grieving employee is entitled to be present at the grievance mediation conference. The meeting will not take the format of a formal hearing.

d. Contractual time limits shall be extended to permit grievances to proceed to the Commander's level should mediation be unsuccessful. This means that either party will have 14 calendar days from completion of the mediation process to proceed to the third step level of the grievance procedure in accordance with Step 4 of Selection 14.18.

e. Proceedings before the mediator will be informal. Rules of evidence shall not apply. No formal record of the meetings shall be made by either party.

f. The parties may be represented by the representatives of their choosing, although it is clearly understood that all rights conferred under labor statute will be granted to the Union and employees. Discussions shall be open to all participants.

g. The parties will present a brief statement to the mediator stating the facts, the issue, and providing arguments in support of their positions at the beginning of the mediation conference.

h. While the mediator shall have no authority to impose a resolution of the grievance, either or both parties may request that the mediator suggest a resolution or offer a recommendation to the parties. The mediator will have the authority to meet separately with both parties. The mediator may not become a party to any subsequent proceeding should mediation fail.

i. Grievances not resolved through mediation may proceed to Step 4 of the grievance procedure in accordance with Step 4 of Section 14.18. Thereafter, arbitration may be invoked in accordance with Article fifteen. Any arbitration proceedings shall be held as if grievance mediation had not occurred. Nothing said or done by the mediator during the mediation session may be used or referred to during arbitration proceedings.

j. Any and all materials presented to the mediator shall be returned to the party presenting the materials at the termination of the mediation conference.

k. Mediation conferences will occur at a location which is agreeable to the parties and the mediator.

l. The parties agree to bear their own costs in this process, if any are incurred.

#### 14.20 SPECIAL GRIEVANCE PROCEDURES:

14.20.1 An employee who has received a Decision of Adverse Action (such as removal, suspension of more than 14 days) or a decision of reduction-in-force and chooses to challenge that decision through the Negotiated Grievance Procedure must file his/her grievance within 14 calendar days of receipt of the Adverse Action or RIF decision as follows: for the employees at PL and RL, respectively the grievance shall be filed with the PL and RL Director, respectively. For employees in ESC and ABG, the grievance shall be filed respectively, with the 2-Letter manager in ABG or the Deputy Chief of Staff of the functional office in ESC. The grievance will be reviewed at that level and a determination will be made whether the grievance can be adjusted in a manner acceptable to the employee. A decision will be furnished to the employee in writing within 14 calendar days after receipt of the grievance. The Commander, 647 Air Base Group or his/her designee will review the grievance and determine whether he/she can adjust the grievance in a manner acceptable to the employee. The Group Commander will furnish a decision to the employee in writing within 14 calendar days after receipt of the grievance.

14.20.2 When the grievance of an employee concerns improper procedures through the Merit Promotion Program and the supervisor in the grievance chain does not have the means to grant relief, the grievance will be filed directly with the Civilian Personnel Officer (CPO) within 14 calendar days of the employee being notified of the action giving rise to the grievance. The CPO will review the grievance and determine

whither he/she can adjust the grievance in a manner acceptable to the employee. The CPO will furnish a decision to the employee in writing within 14 calendar days after the receipt of the grievance. The decision of the CPO, if not satisfactory to the grieving employee, must be appealed to the Commander, 647 Air Base Group within 7 calendar days of receipt. The Group Commander or his/her designee will review the grievance file and determine whether the grievance can be adjusted in a manner acceptable to the employee. The Group Commander will furnish a decision to the employee in writing within 14 calendar days after the receipt of the grievance.

14.20.3 Management grievances are submitted in writing by the Commander, 647 Air Base Group to the Local President or his/her designee. The Union representative (or designee) and the Group Commander or his/her designee will meet within 7 calendar days after receipt of the grievance to discuss it. The Union representative shall render his/her written decision within 21 calendar days after the meeting.

14.20.4 Union grievances (other than those in which the Union acts for an employee or group of employees) are submitted in writing by a Union officer to the Commander, 647 Air Base Group. The Union representative and the Group Commander or his/her designee will meet within 7 calendar days after receipt of the grievance to discuss it. The Group Commander shall render his/her written decision within 21 calendar days after the meeting.

14.21 In the event the decision rendered in Paragraph 14.18 Step 4 and Paragraph 14.20 is not satisfactory to the grieving employee, either the Union or Management, as appropriate, may request Arbitration within 21 calendar days of the decision by written notification to the other party. A request for arbitration will only be valid when signed by the Union President of Commander, 647 Air Base Group and will be accomplished in accordance with Article 15.

14.22 The parties will have the obligation of maintaining a complete record during steps of the grievance procedure and the obligation of producing any and all witnesses who have relevant information concerning the matter at issue.

## ARTICLE 15

### ARBITRATION

15.1 In the event that a grievance decision resulting from the use of the procedure in Article 14, Grievance Procedure, is unsatisfactory to the grievant, such grievance upon written request by either the Group Commander or the Union President within 21 calendar days from the conclusion of the Grievance Procedure may be submitted to arbitration.

15.2 A request for arbitration must:

- (a) be in writing;
- (b) specify the issue, reason(s) for the request, and the Article(s) in this agreement at issue, if applicable;
- (c) specify the remedy sought;
- (d) be signed by the representative of the party requesting arbitration;
- (e) be submitted within 21 calendar days following the conclusion of the Grievance Procedure; and
- (f) be submitted to the representative of the party to whom the request is directed.

15.3 Within 7 calendar days 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 at that meeting, they shall immediately request the Federal Mediation and Conciliation Service (FMCS) to submit a list of 11 impartial persons qualified to act as arbitrators, with detailed background information. A brief statement of the nature of the issues in dispute and other special requirements 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 this collective bargaining Agreement. In the event that the entire Agreement is not available, a verbatim copy of any provisions relating to arbitration of the grievance shall accompany the request. The parties shall meet within 7 calendar days after the receipt of such list to select an arbitrator. If they cannot agree upon one of the listed persons, the Employer and the Union will each strike one arbitrator's name from the list of 11 and shall repeat this procedure until only one name remains. The remaining name shall be the only and duly selected arbitrator. The Employer shall strike the first name.

15.4 If for any reason the Employer or the Union refuses to participate in the selection of an arbitrator, the FMCS will be empowered to make a direct appointment of an arbitrator to hear the case.

15.5 The arbitrator may be requested to render his/her decision as quickly as possible, but in any event no later than 30 calendar days after the conclusion of the hearing, unless the parties agree to extend the time limit. The decision will not be dated earlier than the date of the mailing. A copy of the decision will be simultaneously mailed to: U.S. Office of Personnel Management, LAIRS Office, OLMR, 1900 "E" Street NW, Room 2340, Washington, DC. 20415.

15.6 The arbitrator's decision will be in writing and will include an analysis of the basis of his/her decision. The arbitrator's decision

will be forwarded to both parties and will be binding, unless a timely exception is filed with the Federal Labor Relations Authority or other appropriate authority as may be applicable to the grievance.

15.7 The arbitrator will have authority to resolve questions of grievability/arbitrability. However, the arbitrator will not have the power to consider any issue and will not make any recommendation that:

(a) concerns matters which were not originally at issue in the grievance leading to arbitration and which have not been properly and timely processed through the grievance procedure;

(b) alters, adds to, or subtracts from the express terms of this Agreement.

15.8 All concepts for the arbitration will be borne equally by Management and the Union. The cost of travel and per diem will not exceed the maximum amount payable to Department of Defense employees under provisions of the Joint Travel Regulations.

## ARTICLE 16

### DISCIPLINE AND ADVERSE ACTIONS

16.1 A disciplinary action is any action taken by Management to correct alleged misconduct. Disciplinary actions include oral admonishments, reprimands and suspensions of 14 days or less. Adverse actions include suspensions of 15 days or longer, reductions in grade or pay and removals based on misconduct of performance.

16.2 Both Management and the Union recognize that maintaining discipline usually is not a problem within a work environment where reasonable rules and standards of conduct are clearly communicated and consistently enforced. When disciplinary or adverse actions are required they are to be constructive in nature and have objectives that are designed to develop, correct and rehabilitate employees. Management will ensure that all actions taken are for just cause.

16.3 The Union shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation. The employee may request adjournment of any such meeting for a reasonable period of time until such time as Union representation is available. Management agrees to inform employees in the Unit annually of their rights in the above matters.

16.4 In the event that an employee is issued a notice of proposed disciplinary or adverse action, the employee will be afforded and made aware of all his/her rights and be given the name, office symbol, and telephone extension of the Union President or appropriate Vice President in the notice. In all cases, the employee and/or the designated representative shall be given the opportunity to review all relevant material used so that a reply orally and/or in writing may be made. Upon request, the employee and/or the designated representative will be provided a copy of all relevant material used. The employee and the chosen representative will be allowed a reasonable amount of official time to review this material and prepare a reply thereto, if appropriate.

16.5 In cases involving unacceptable performance, no employee shall be subject to a proposal of adverse action without first having been given a written notice of opportunity to improve unacceptable performance and a reasonable period of at least 90 calendar days in which to correct performance deficiencies. The opportunity letter shall specify the position's critical elements in which performance is unacceptable. During the opportunity period, the employer will assist the employee in improving his/her performance. If during the opportunity period the performance does not reach acceptable standards in all critical elements the employee will be issued a notice of proposed adverse action. The notice period will be 30 calendar days, which the employer may extend for an additional 30 calendar days, but no more than 30 calendar days, if circumstances warrant an extension. The employee will have at least



10 calendar days in which to prepare and present a response. If the proposed action or a lesser action is taken, the notice of decision shall cite the specific instances of unacceptable performance and, otherwise, comply with OPM and Air Force Regulations. Before a final decision is made to remove an employee from his/her position, reassignment or change to lower grade will be strongly considered as an alternative.

16.6 In cases involving a suspension of 14 calendar dates or less, the employee will receive an advance written notice stating the specific reasons for the proposed action. Except in emergencies, as defined by appropriate regulations, the notice period will be no less than 14 calendar days, and the employee shall have at least 10 calendar days in which to submit a response. In emergency situations, the employee shall have no less than 24 hours in which to submit a response and the action, if warranted, may be effected at any time after the expiration for the period allowed for response.

16.7 For adverse actions under Section 7512 of Title 5, US Code (removal, suspension for more than 14 calendar days, reduction-in-grade, reduction-in-pay, furlough of 30 days or less), the employee will be given at least 30 calendar days if warranted, and will contain the specific reason(s) for the proposed action. The employee will have no less than 10 calendar days in which to prepare and present a reply. The notice period and time to reply will be less than 30 and 10 calendar days, respectively, when there is reasonable cause to believe the employee has committed a crime for which sentence of imprisonment may be imposed. If the proposed or a lesser action is taken, the notice of decision shall contain the specific reasons for the decision and otherwise comply with OPM and Air Force Regulations.

16.8 All proposed notices and notices of decision will be coordinated with the Civilian Personnel Office prior to issuance.

16.9 In all cases of discipline and adverse action requiring notices of proposed actions and/or a final decision, the Employer will furnish the employee with an extra copy of the proposed notice and the final decision for submission to the Union, if the employee so desires.

16.10 In the event that the final decision of the employer is unfavorable to the employee, he/she shall be advised of his/her right to appeal the decision under the negotiated grievance procedure, if applicable, or to the Merit Systems Protection Board, but not both. The MSPB appeal form, regulation, and address shall be included in the letter as well as the name and duty phone of the President of Local 1384.

16.11 Any document or entry reflecting negatively on an employee shall be reviewed and initialed by the employee at the time it is placed in his/her Supervisor's Employee Work Folder. Any such entry in the Supervisor's Employee Work Folder shall be reviewed for removal or erasure after 6 months and shall be removed after one (1) year unless it refers to or is being used in support of reprimands, suspensions, reductions in grade or pay and removals, in which cases entries will be removed two (2) years from the date of action in accordance with

appropriate regulation. The Supervisor's Employee Work Folder may be reviewed by the employee at any time at his/her request. Reprimands temporarily filed on the left hand side of the OPF shall be retained no longer than 2 years; however, at the one-year anniversary of the effective date of the reprimand letter, the reprimand letter will be reviewed by and considered for removal from the OPF and the Supervisor's Employee Work Folder by the current supervisor.

16.12 Management agrees that undue delay in the initiating of appropriate disciplinary action is unfair to employees and that every effort will be made to take necessary action in a timely fashion. If a delay is unavoidable, the employee will be informed that action is being considered.

## ARTICLE 17

### NEGOTIATIONS

17.1 Management and the Union agree to conduct negotiations and all dealings in good faith and in such a manner as will further the public interest. Management agrees to give the Union timely notification of any proposed change in existing personnel policies and/or practices and matters affecting working conditions (as delineated in paragraph 2.3 of Article 2 of this Agreement), to provide reasonable opportunity for the Union to request appropriate bargaining, and to negotiate, when requested, on these changes prior to implementation. The parties agree to make every reasonable effort to resolve all differences which arise between them in connection with the administration of this Agreement for the life of the Agreement.

17.2 If a new personnel policy or practice is proposed during the life of this Agreement, notification procedures as specified in paragraph 17.1 above will apply. If the new policy or practice is not subject to local bargaining, the Union will be given reasonable opportunity to request bargaining regarding the impact of that policy or practice on its bargaining unit members.

17.3 To the extent that the provisions of any Hanscom instruction or regulation within the discretion of the Employer in existence at the time this Agreement becomes effective may be in conflict with this Agreement, the provisions of this Agreement will govern.

17.4 When negotiations regarding a new policy or practice as specified in paragraph 17.2 above are requested, the specified procedures to be used during such negotiations will be informally established by the parties. Union representatives engaged in such negotiations during their normal duty hour will be on official time.

17.5 If the parties cannot reach agreement during negotiations and an impasse is reached, either or both parties may seek the assistance of the Federal Mediation and Conciliation Service (FMCS). If the assistance of FMCS does not solve the impasse, either party may seek the assistance of the Federal Service Impasse Panel.

17.6 If negotiations are requested by the Union and the Employer declares the matter in question to be non-negotiable, the Union has the right to challenge that decision, as delineated in Title VII of the Civil Services Reform Act and the rules of the Federal Labor Relations Authority.

## REDUCTION-IN-FORCE

18.1 The parties agree that the Employer will attempt to address the loss of civilian spaces without conducting a reduction-in-force. Attempts will be made to use vacancies, train affected employees, and restructure positions to accomplish this goal.

18.2 The Employer agrees to notify the Union in writing as soon as it is determined that a reduction-in force (RIF) will occur and to give the Union all pertinent documents needed to properly advise its unit members and to conduct appropriate negotiations, if necessary. If possible, such notification will be given at least 150 days prior to the effective date of the RIF.

18.3 Any reduction-in-force will be carried out in compliance with applicable laws, regulations, and this Agreement. Prior to the issuance of RIF notices, Management will brief the Union on impact of the RIF.

18.4 As required by AF guidance, committees, with representatives from affected organizations, will be established prior to the implementation of the RIF and will brief the Union. The Union will be briefed periodically. The intent of the briefing is to assure that the Union stays informed of current events on the RIF and is provided with an opportunity to ask questions, express concerns, and review all data pertinent to the RIF. All information regarding RIF will be provided NFFE 1384. This information will include, but not be limited to the following:

- positions to be abolished
- vacancies
- restructured positions
- reassignments
- waivers of qualifications
- RIF notices to be issued
- financial information

This information is in addition to that to be provided by Civilian Personnel.

18.5 In the event of a RIF, all existing vacancies will be used to the maximum extent feasible to place employees in continuing positions in order to minimize adverse actions and reduce separations IAW Air Force policy. Consistent with mission requirements, the Employer will make reasonable efforts to waive qualification requirements for vacant positions during a reduction-in-force. The Employer will also make every reasonable effort to restructure vacancies and unfilled trainee positions within mission requirements to provide reasonable offers for employees adversely affected by a RIF.

18.6 Any employee affected by a RIF will be given as much notice as possible but at least a 60 day notice of the proposed action. Within five workdays of the issuance of RIF notices, retention registers, vacancy lists, classified standards, and any other pertinent information

will be available for review by affected employees and their representatives. Appointments will be made during normal duty hours to review this information.

18.7 Management will displace temporary employees from continuing positions to the maximum extent feasible.

18.8 The Employer downgraded as a result of a RIF action may be repromoted to their former grade in accordance with the provisions of Article 12 of this Agreement and AFR 40-335. Management recognizes that it is in everyone's interest to afford such employees every opportunity to be assigned increased responsibilities and duties for noncompetitive promotion to the former grade in a minimum of time.

18.9 The Employer will make every reasonable effort to assure that employees scheduled for separation because of a RIF will be trained to the maximum extent feasible for other positions. When training is not available or appropriate, the Employer will attempt to identify training programs operated by other Federal or State organizations to assist employees in regaining employment. Management will make every reasonable attempt to obtain a list of vacancies from all CPOs within the local area to assist those individuals separated in locating Federal employment within a reasonable commuting distance from their homes.

18.10 Career or career-conditional employees who are separated because of a RIF will be placed on a reemployment priority list in accordance with applicable rules and regulations. Such employees will be given preference for rehiring in temporary and permanent positions for which they are qualified. Acceptance of a temporary position will not affect the employees right to obtain permanent employment. This entitlement remains in effect for two years for career employees and one year for career-conditional employees.

18.11 The Employer will request from higher authority that voluntary early retirement be permitted if the OPM regulation requirements have been met.

18.12 Career or career-conditional employees who are separated because of a RIF will be placed on a reemployment priority list in accordance with applicable rules and regulations. Such employees will be given preference for rehiring in temporary and permanent positions for which they are qualified. Acceptance of a temporary position will not affect the employee's right to obtain permanent employment. This entitlement remains in effect for two years for career employees and one year for career-conditional employees.

18.13 The employer agrees in the event of a prospective reduction-in-force an active Outplacement program will be implemented immediately. The primary aim of this program will be to find a position in the Federal Service for each affected employee commensurate with that employee's skills and experience. Finding a private-sector position meeting these requirements will be a secondary aim of the program.

18.14 Prior to RIF, the Employer will notify employees of the cut-off date by which the employees must have all data, updated/verified in

Official Personnel Records that would effect the employees placement rights/benefits.

18.15 The Civilian Personnel Office and the Union will assure that employees will have the opportunity to take full advantage of all available government-wide and DoD-wide Outplacement programs, such as Defense Outplacement Referral System (DORS), Priority Placement Program (PPP), Displaced Employee Program (DEP), Interagency Placement Assistance Program (IPAP), and Reemployment Priority List (RPL). Management agrees to work with the Union to participate in other Outplacement programs offered by state agencies, etc. Full information of the Outplacement programs will be provided to all employees affected by the RIF.

18.16 The Union shall designate one employee to work with the Civilian Personnel Office employees on the Outplacement program for the duration of the RIF. Outplacement efforts shall remain in effect until all affected employees are placed or rendered ineligible.

18.17 Competitive areas will be published on an annual basis.

## CONTRACTING-OUT OF WORK

19.1 The Employer agrees that the Union will be given timely notification of a decision to study the feasibility of contracting-out of work performed by bargaining unit employees.

19.2 The Employer agrees to take all reasonable action to minimize the impact on employees when a function is contracted out. Affected employees will be reassigned and/or retained to the maximum extent possible.

19.3 When formal advertised procedures are used to solicit prices under a cost comparison study, Management agrees:

(a) to provide the Union a copy of the draft Performance Work Statement. Bargaining Unit employees or the Union may submit information and suggestions to be fully considered prior to the Performance Work Statement being finalized;

(b) to provide the Union with a copy of the Commerce Business Daily Synopsis and to furnish the Union with a copy of the Invitation for Bid at the same time the Invitation for Bid is furnished to potential bidders;

(c) to notify the Union at least five calendar days prior to bid opening of the date, time and place of the public bid opening;

(d) that at the time of the public bid opening, in accordance with FAR 7.306(a), the information specified in that Section will be made available to the Union for review during the prescribed public review period

19.4 When negotiated procedures are used to solicit prices under a cost comparison study, Management agrees:

(a) to provide the Union with a copy of the draft Performance Work Statement. Bargaining Unit employees or the Union may submit information and suggestions to be fully considered prior to the Performance Work Statement being finalized;

(b) to provide the Union with a copy of the Commerce Business Daily Synopsis, if applicable, and to furnish the Union with a copy of the Request for Proposal/Letter of Request for Proposal at the same time it is sent to the potential offerors;

(c) that at the time of the public announcement, in accordance with FAR 7.306(b), the information specified in that Section will be made available to the Union for review during the prescribed public review period.

19.5 The Employer agrees to make every reasonable effort to assure that the in-house cost estimate reflects the most efficient and cost effective operation practicable.

19.6 If a decision is made to contract-out, the Union may file an appeal challenging the cost estimate in accordance with appropriate regulations.

19.7 Bargaining Unit Members displaced as a result of a conversion to contract performance will be given the right of first refusal for positions on the contract for which they are qualified. Unit members separated as a result of conversion to contract will be eligible for severance pay in accordance with appropriate regulations. Employees who are eligible for an immediate annuity under the retirement system are not eligible for severance pay.

19.8 If the appropriate Commander feels that the cost of a contracted-out operation has changed significantly, he/she may order an update of the cost comparison study. The Commander will consider any information provided by the Union in making this determination.

19.9 The parties agree that the provisions of this Article are provided for the information of all supervisors and bargaining unit members. Laws and regulations concerning contracting-out change frequently. The parties agree to be bound by those changes in law and government wide regulations. Potentially impacted employees are encouraged to contact the Union for current information.



## ARTICLE 20

### TRAVEL

20.1 It is understood and agreed that employees may be required and are expected to perform temporary duty travel in order to accomplish the mission assigned by the Employer. Employees will be given as much advance notice as possible of these assignments. Full consideration will be given to employee travel related problems which are brought to the attention of the supervisor. It is further understood and agreed that the travel of employees on TDY shall be directed only for those purposes and by those best interests of the government. When such temporary duty travel is necessary, the desires, convenience, and comfort of the employees will be considered consistent with the mission assigned. Employees shall not be required to travel except under the conditions and procedure prescribed by pertinent Air Force, Office Personnel Management, and DoD Joint Travel Regulations.

20.2 It is agreed that employees will be in a full pay status for time and travel outside their regular work schedule if the travel involves the performance of work while traveling, is incident to travel that involves the performance of work while traveling, is carried out under arduous conditions, or results from an event which could not be scheduled or controlled administratively by the Employer. The Employer further agrees the travel of employees whose travel does not meet any of the above criteria will be scheduled and administratively planned so that travel during nonduty hours will be minimized.

20.3 Employees required to travel shall receive per diem and other allowable travel expenses as provided by applicable laws and regulations. If it is determined by Management to be in the primary interest of the Government, Management will reimburse travel and per diem expenses, as allowable and provided for by applicable laws and regulations, for Union representatives attending proceedings/meetings to which both Management and the Union are party.

20.4 Employees who are required to spend extended periods of time away from their duty station will be granted sufficient accrued compensatory or annual leave, consistent with mission requirements, on return to their regular duty station to permit them to handle personal affairs that arose during the extended TDY.

20.5 When an employee who is required to travel beyond his/her normal duty hours completes his/her official travel later than the end of the normal working day, he/she shall not be required to report for work within the next 10 hours after the completion of the travel. The resultant time away from work shall be authorized without charge to leave or loss of pay.

20.6 Except as specified in DoD Joint Travel Regulations, the use of military aircraft by civilian employees on temporary duty is voluntary. While commercial air will be the normal mode of travel, civilian employees are encouraged to make maximum use of military air transportation, if their insurance policies do not contain aviation-

exclusion clauses that would restrict such travel. When temporary duty travel on military aircraft is required as part of an employee's duties as covered in the position description, the reasonable convenience of the employee shall be considered.

20.7.1 Use of Government quarters by unit employees is not mandatory. However, non-utilization of available, adequate Government quarters, as defined in appropriate regulations (AFR 90-9), can result in forfeiture of the quarters portion of the per diem allowance.

20.7.2 When TDY to a DoD installation where quarters are available, off base quarters may be utilized when the use of Government quarters will adversely affect the mission. In this instance, travel orders must specifically state that "use of Government quarters would adversely affect this mission" and be approved by the appropriate Orders Approving Official prior to travel. Non-use will be considered on a case by case basis and must be demonstrated by showing that utilization of Government quarters at the TDY site will adversely affect the employee's performance of the assigned mission. Prior to preparation of travel orders, travelers may provide their reasons as to why the mission would be adversely affected by the use of Government quarters. These reasons will be considered by Management in determining whether or not to grant a waiver. Authority for granting the non-utilization of available Government quarters is restricted to the Order Approving Official. No other individual may authorize or otherwise assume such authority for non-use of available Government quarters without prior approval of the Designated Approving Official, except in the most extreme circumstances of mission emergency or the protection, health, and safety of personnel. These actions must be immediately reported to and authorization requested from the Orders Approving Official.

(a) At the beginning and throughout the fiscal year both supervisors and employees will jointly assess the anticipated and/or actual individual travel plans for the employee. A waiver will be granted from the requirement to use available Government quarters during the balance of the year, when it can be reasonably determined that an employee will travel more than 50% of the employee's regular work time. This time is exclusive of attendance at training courses, conferences, meetings, seminars and similar functions. The employee will be granted a waiver by the Order Approving Official providing ample work time remains in the fiscal year to permit the employee to meet the 50% criteria.

(b) Travel Orders will not indicate a military installation near the TDY location merely to save per diem costs.

20.7.3 The Union may submit information concerning the impact of the use of available quarters at DoD installations. Such information will be considered by Management in making an exemption determination for the use of Government quarters.

20.7.4 Disputes concerning matters over which local Management has control will be addressed through the negotiated grievance procedure.

20.7.5 Civilian employees who occupy Government quarters on TDY are entitled to present their orders at the billeting office for

authentication for access to base facilities in accordance with appropriate regulations.

20.7.6 Civilian employees on TDY are entitled to emergency medical assistance, including hospitalization, from military bases.

20.7.7 Civilian employees on TDY who become incapacitated due to illness or injury are entitled to expenses incurred when returning to the permanent duty station.

## ARTICLE 21

### SAFETY AND HEALTH

21.1 The Employer and the Union agree to work together to provide for safe and healthy working conditions. The Employer has the right to establish reasonable Safety and Health Policies and/or Standards. The Employer agrees to give the Union timely notification of any proposed change in existing Safety and Health Policies and/or Standards.

21.2 It is the responsibility of the Employer to provide for safe and healthy working conditions that meet the requirements of the Air Force Occupational Safety and Health Program which implements the Occupational Safety and Health Act of 1970 (OSHA), Executive Order 12196, DOD Directive 1000.3 and DOD Instruction 6055.1. The Union agrees to assist Management in this endeavor. Employees are expected to report unsafe conditions promptly, utilizing Air Force Form 457, "USAF Hazard Report". A reasonable amount of official time will be allowed for Union officials involved in activities or representation pursuant to this article.

21.2.1 The Union will receive prompt notification of any and all problems that may affect the health and safety of bargaining unit employees.

21.3 The Employer agrees to take immediate action to correct any unsafe or unhealthy condition when such condition has been alleged, and has been found by the Employer to exist. If the condition cannot be immediately corrected, employees will be assigned work in a safe and healthy area, or will be excused without charge to leave until the condition is corrected. The Union acknowledges its responsibility to assist the Employer in achieving these goals and agrees to report any unsafe and unhealthy condition to the appropriate officials. The Union further agrees to work with the Employer at the request of the Employer in developing standards, where required, to insure that the safety and health of all employees are protected.

21.3.1 The Employer will provide suitable protective clothing, equipment, and safety devices for employees in activities requiring them.

21.3.2 The Employer agrees to insure proper and adequate lighting, ventilation, atmospheric and environmental conditions, and adequate space for all employees in the Unit, in accordance with governing policies and/or standards.

21.3.3 No employee shall be required to perform any work on a machine or in an area where conditions exist that are as determined by Management to be unsafe or detrimental to health. Further, no employee who is, by nature of the job, required to work in an area identified as a potentially hazardous area, in accordance with applicable regulations, shall be required to work alone or without a co-worker at the access to a potentially hazardous confined area.

21.3.4 The Employer agrees to provide potable drinking water for all employees at all times. Should the piped water become not potable, water will be provided in adequate supply in convenient locations for all employees.

21.3.5 The Employer agrees to comply with OSHA regulations in providing warm water in all locations where bargaining unit employees are located.

21.4 SAFETY COMMITTEES. The Union shall designate one member to serve on the ESC Commander's Consolidated Safety and Health Council. The Union agrees that this member will be chosen on his/her ability to contribute in the safety area. This Council will function according to applicable rules, regulations and standards.

21.5 SAFETY AND INSPECTION. There shall be periodic Safety Inspections conducted by Base Safety and Health personnel in accordance with governing Safety and Health Regulations and Standards. A Union representative shall have the right to participate in these inspections and will have access to reports generated by these inspections.

21.6.1 ON-THE-JOB INJURY OR ILLNESS. Employees will immediately report to their supervisor all injuries or illnesses that occur on the job no matter how slight.

21.6.2 A copy of the U.S. Department of Labor pamphlet, CA-11, Rev. April 1975, entitled "When Injured at Work", and a copy of Form CA-13, Rev. Feb 1975, entitled "Work Injury Benefits for Federal Employees", or their successors will be issued to each present employee of the Unit upon request and to all future employees.

21.6.3 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 at the discretion of Management be detailed to work assignments compatible with their physical condition, or their regular assigned duties will be temporarily tailored to their physical limitations.

21.6.4 When an employee is physically unable to perform his/her duties and is unwilling to voluntarily report for a medical examination, the employee shall be informed that he/she is being directed to have a fitness-for-duty examination to be performed according to applicable regulations. In such a case, the employee will be informed that he/she has the right to name a representative to act in his/her behalf in matters related to examinations and any subsequent related transactions.

21.6.5 The Employer will insure that ambulance service is provided when an employee is seriously injured or becomes critically ill while on duty and will furnish emergency medical treatment as required. If an employee who has reported for duty becomes ill while on duty, he/she is entitled to emergency medical treatment whether the illness is job related or not.

21.6.6 The Employer agrees to the payment of differentials for all duty involving unusual physical hardship or hazard, as defined in, and at the rates set by, the Federal Personnel Manual. The existence of such hardship or hazard will be determined according to applicable rules and regulations.

21.6.7 As soon as practicable after official notification to next of kin, the Employer shall notify the Union of serious on-the-job illness, injury, or death of an employee in the Unit.

21.6.8 The Employer agrees to provide the Union with a summary of on-the-job accidents and occupational illnesses occurring in the Unit on an informal basis and as time and manpower resources allow. Every effort will be made to furnish this information on a monthly basis.

21.7 HEALTH AND SERVICES AND PREVENTIVE MEDICINE. Since it is of benefit to the Employer to have employees in top physical and mental condition, the Employer will maintain, due to the nature of the work, occupational health and industrial hygiene programs in accordance with applicable AFOSH Standards. Preventive Medicine Programs not directed by AFOSH Standards may be established and maintained to the extent permitted by local resources. Participation in programs directed by AFOSH Standards will be mandatory. All programs not directed by AFOSH Standards will be voluntary; however, both the Employer and the Union shall encourage employee participation in these programs.

21.7.1 Employees shall be provided with written results of AFOSH required occupational health examinations by the Clinic in a timely fashion.

21.7.2 Records lost or missing from Clinic, BIO, or Environmental Health and Safety files will be verified by those offices. There will be no requirement for employees to retrain or resubmit information.

21.8.1 In an attempt to prevent employee health problems, supervisors are strongly encouraged to provide to those employees using word processors, work stations, computers or similar systems on a regular basis the following:

- ( a ) ergonomic furniture
- ( b ) antiglare screens
- ( c ) static buildup protection screens.

21.8.2 The clinic bio-environmental personnel shall be responsive to requests to test for electromagnetic interference emissions and air quality.

21.8.3 Supervisors acknowledge the need for employees who regularly use computer technology equipment in their official position to take reasonable work breaks from their duty stations. Should a dispute arise, the supervisor, the employee and the Union shall attempt to resolve the matter.

21.8.4 To encourage health and physical fitness of unit employees, supervisors may permit the lunch break to be extended to pursue such activities consistent with mission needs.

21.9 OCCUPATIONAL HEALTH AND SAFETY TRAINING. Although employees are basically qualified to perform their duties, the Employer recognized the need for specific training and update training regarding occupational health and safety to assure employee safety and a minimum loss of time due to preventable injuries. Supervisors shall instruct employees in safe working habits, practices, and procedures with regard to their specific job assignments. The Employer shall ensure that manuals and regulations relating to safety and health are available to all employees.

21.9.1 Employees receiving required or voluntary occupational health and safety training shall receive written documentation of such training in a timely manner, to include:

- ( a ) course title
- ( b ) regulation requiring or recommending training
- ( c ) training length
- ( d ) training dates
- ( e ) signature and date of authorizing official.

## ARTICLE 22

### AWARDS

22.1 The Employer, in an effort to promote greater job satisfaction, foster sound employee management relations and contribute toward sustaining a creative and highly productive work force, agrees to make every effort to insure that performance awards are distributed in a fair manner.

22.2 Performance appraisals rendered under the Civilian Performance and Promotion Appraisal Performance Rating (AF Form 860A) are the basis for granting performance recognition. Superior performance will be recognized in some manner; excellent performance should be considered for recognition and those employees who receive a fully successful rating may be considered for recognition. A superior appraisal rating is the only basis for recommending an employee for a Quality Step Increase (QSI). A Performance Award (PA) is based on a performance appraisal rating of Superior or Excellent; or on a rating of Fully Successful in an unusual situation, provided the employee exceeded at least one critical element of the Performance Plan. Since a promotion is based partly on the quality of performance in the employee's previous job, a promotion following an excellent or superior rating is normally considered to be full and adequate recognition of that performance. Therefore, an additional cash award is not usually warranted. In unusual circumstances, however, based on extraordinary achievement a cash award may be given to a promoted employee when both award and promotion recognition are clearly justified, and the award criteria met.

22.3 All award PA nominations should be submitted to the Civilian Personnel Office at the time of the annual appraisal and processed with the AF Form 860A. A copy of the award nomination will be given to the employee upon signature of the approving official(s). A copy of the AF Form 860A will be given to the employee by the supervisor after all signatures have been obtained including signature of the award-approving official, if appropriate.

22.4 Other Recognition (Not tied to annual performance rating) When an employee merits recognition supervisors have considerable flexibility in determining to recognize the situation. The decision to recognize the employee by a notable achievement or Special Act Award, an honorary award, letter of commendation or a letter of appreciation will be based on what type of recognition would be most likely to motivate the employee.



## ARTICLE 23

### EMPLOYEE ASSISTANCE PROGRAM

#### 23.1 GENERAL

23.1.1 The Employer will maintain through the Social Actions Office a Civilian Drug and Alcohol Abuse Prevention and Control Program as detailed in AFR 40-792. The Union will support and cooperate with the Employer in an effort to gain maximum program effectiveness. The Union agrees to assist the program and employees in the bargaining unit by supporting the rehabilitative effort and advising the troubled employees to take advantage of it. Local Union officials will be briefed on the program and may participate in related training which is given to Management officials.

23.1.2 Employee participation in the program shall be voluntary.

#### 23.2 POLICY

23.2.1 The parties recognize that personal or behavioral problems of an employee and/or members of his/her immediate family, including alcoholism and drug abuse, can interfere with an employee's job performance. The parties acknowledge that such problems may be resolved with proper treatment, and workers can return to acceptable levels of productivity.

23.2.2 If a supervisor has good reason to believe that a job problem may be caused by drug or alcohol abuse, the supervisor will contact the Drug and Alcohol Abuse Control Officer (DACO) after discussion with the employee and make arrangements for referral of the employee to the Social Actions Office (SAO) for initial interview. The supervisor then tells the employee of the date, time, and place of the interview and that it is mandatory for the employee to keep that appointment. The purpose of the initial interview is to advise the employee of the various assistance programs offered by the Social Actions Office. The employee is under no obligation to accept any assistance offered by the SAO following the initial interview.

23.2.3 No employee acknowledging personal or behavioral problems shall be terminated for unacceptable performance without first having the opportunity to avail himself/herself of professional help. Participation in rehabilitative programs shall be viewed favorably in consideration of disciplinary action against an employee.

23.2.4 No Management or Union official except that Social Actions Officer and his/her assistants shall advise employees on behavioral problems relative to the employee or his/her immediate family.

23.2.5 Supervisors shall accept the professional opinion of the program counselor in establishing reasonable expectations for recovery, but no employee may be terminated for unacceptable performance for at least 90 days after entering this program or beginning other treatment.

23.2.6 Before any discipline is taken toward an employee who has committed an infraction resulting from personal or behavioral problems and who is undergoing rehabilitative treatment, consideration must be given to whether the employee has suffered a temporary relapse rather than failed completely in rehabilitative efforts.

23.2.7 Management has no interest in employees' private lives, except where they impact on the job performance. Therefore, any interviews by supervisors with program participants shall be limited to the issue of performance and shall not attempt to explore underlying causes.

23.2.8 Participation in the program shall not jeopardize an employee's job security or his/her opportunity for promotion.

23.2.9 The employee at his/her request may have a Union representative present at any discussion of the worker's progress in treatment.

23.2.10 The employee may be carried in official duty status for his/her first visit to the Social Actions Office. Appropriate leave (sick, annual, LWOP, or compensatory time) will be granted for subsequent treatment or counseling sessions.

23.2.11 The Social Actions Office shall maintain up-to-date information on community facilities for treatment of personal/behavioral problems. Such information shall include the cost of such services and eligibility requirements and will be made available for review by all employees upon request.

23.3 CONFIDENTIALITY. Information about the identity, diagnosis, and/or prognosis of treatment of a civilian client that is maintained in connection with a drug or alcohol abuse prevention function is confidential and may be released only under such circumstances and for such purposes as authorized by Public Law 93-282 and implementing regulations. Neither counselor nor any Management official shall reveal the name of a person seeking assistance without the employee's written consent. Improper or unauthorized disclosure of records will be avoided. Any disclosure, whether with or without the client's consent, must be limited to information necessary for the need and purpose of the disclosure.

23.4 PUBLICITY. The employer shall publicize its written policy on troubled employees, news about the program, and assurances of confidentiality for participants. The Employer shall undertake a publicity effort within the activity to eliminate any stigma associated with such matters.

## PERFORMANCE MANAGEMENT

24.1 Job performance elements and performance standards will be clearly and concisely written IAW AFR 40-452, Performance Management Program.

( a ) Job performance elements are significant duties, responsibilities, specific projects or tasks consistent with or directly drawn from the position description and actually performed by the employee.

( b ) Job performance standards for each job performance element must be defined in measurable terms. They must recognize requirements that may be prescribed in directives, technical orders, office instructions, etc., and must be expressed in measurable terms of quality, quantity, timeliness, or how the job is to be performed. Performance standards should also be observable, attainable, and reasonable.

( c ) Job Performance standards will be established at the lowest level of accomplishment necessary for satisfactory (fully successful) performance for each position and will be appropriate for the grade of the position.

( d ) After a performance rating is assigned to a bargaining unit employee and a new performance plan is established, the new job performance standards will not be raised solely because the employee exceeded the requirements in the past.

( e ) All performance standards and all critical and non-critical job elements will be fair and equitable. There may be multiple standards within each element but sub-elements will not normally be used.

( f ) Performance ratings will be based solely on individual performance, without regard to the performance ratings received by other employees. Accordingly, no caps will be established which limit the number of excellent or superior ratings given in any one organization unit. In addition, there will be no pre-conceived limitations on the ratings given to the employees in the "manner of performance" portion of the appraisal.

( g ) Predetermined distributions of performance ratings are prohibited. If any employee's performance has deteriorated since the rating of record was given, a meeting between the supervisor and the employee will be held at least 90 days prior to the end of the rating period. The employee's performance and methods of performance improvement will be discussed in a genuine effort to improve the employee's performance before the end of the rating period. Supervisors should meet with all of their employees just prior to ratings being given, so that supervisors have full and complete information on which to rate employees.

24.2 Each performance plan must contain at least four performance elements of which three must be critical elements. At least one non-critical element must be included. The critical elements must total more than one half of the total of critical and non-critical elements. To receive a superior rating an employee must exceed all of the elements of the performance plan. To receive an excellent rating an employee must exceed more than one-half the critical elements, and meet all other

elements. An excessive number of critical job performance elements will not be assigned in any one performance plan.

24.3 Job performance elements will be identified and performance standards established in a process which begins with discussions between the supervisor (rating official) and employee and ends with approval of the elements and standards by the supervisor's immediate superior (reviewing official) in accordance with the provisions of AFR 40-452, Performance management Program. The Employer and Union agree that employee participation in this process is highly encouraged with mutual agreement a desirable goal. To further allow this participation, the employee shall have the opportunity to present a proposed performance plan to the first level superior for his/her full consideration before the performance plan is finalized. The job performance elements and standards developed for each employee will be produced in writing on the AF Form 860 (Civilian Performance and Promotion Appraisal-Performance Plan) and signed by the Rating Official, Reviewing Official and employee. In addition, a quality control review of performance plans will be conducted at the beginning of the appraisal period and when the performance appraisal and rating is accomplished. Supervisors should explain to their employees (if it is not already evident) how they can exceed the elements in order to plan for more than a fully successful rating.

24.4 During these establishment discussions, the employee, at his/her request, may have a Union representative present. If the Union decides to attend, its representative may only observe the discussion and counsel the employee. During group establishment discussions or any individual establishment discussions involving elements and standards to be used for more than one position, the supervisor shall give the Union an opportunity to be represented at such discussions.

24.5 An employee who is dissatisfied with the job performance elements and standards established by the immediate supervisor for his/her position may meet with the next level supervisor (Reviewing Official) to present his/her view. This meeting may take place at the initial establishment of the performance plan or during the appraisal period if either the supervisor or the employee feels changes need to be made to the performance plan. It is understood, however, that the employee should try to resolve any changes to the performance plan by speaking with the first level supervisor initially. During this meeting the employee, at his/her request, may have a Union representative present. The Reviewing Official will give full consideration to the employee's presentation and inform the employee of his/her decision in writing normally within five (5) work days of the meeting. It is beneficial for the supervisor and the employee to come to an agreement in the development of the employee's elements and standards. Employees may file a grievance on the issue as to whether elements and standards are in compliance with law.

24.6 The Rating Official will give a copy of the completed Performance Plan to the rated employee and will retain the original for appraisal accomplishment. Local 1384 will also be provided a copy of pages 3 and 4 of the newly accomplished Performance Plans established for bargaining unit positions by the Rating Official of the position. The job title, series, grade and the appropriate position description number will be

reflected on the top of page 3, of the AF 860 which is provided to the Union. Upon request and within a reasonable period of time, the Union will be provided a copy of a Position Description for bargaining unit positions.

24.7 After the establishment of the Performance Plan, supervisors and employees will periodically meet to discuss and assess performance progress (including suggestions for improvement, changes to the Performance Plan, etc.). Performance evaluation discussions should be held on a quarterly basis. The supervisor and employee may meet on a more frequent basis if deemed necessary by either party. If changes to the Performance Plan result from these discussions, the employee, supervisor, and reviewing official will initial the changes and a copy will be provided to the employee and the Union.

24.8 In the interest of providing for objectivity when completing the supervisory appraisal, the Rating Official will document each performance discussion with the employee and keep it with the Supervisor's Employee Work Folder. The Rating Official will specify the exact nature of how the employee is meeting, not meeting, or exceeding the critical and non-critical elements of the Performance Plan. If the Rating Official changes or departs during the rating period and has supervised the employee 90 days or more, an informational (close-out) appraisal will be accomplished and a discussion held with the employees before the supervisor leaves. This is not an official rating of record, but serves only as information for the new supervisor. If the Rating Official changes or departs during the rating period and has supervised the employee for less than 90 days, the performance plan, standards, and documentation of performance progress discussions will be transferred to the new supervisor. The Rating Official or the Reviewing Official will then use this information in addition to personal observation of the employee's performance to complete the appraisal. An employee's last rating of record will remain current until a new rating of record is rendered. If the employee changes positions or departs and has been supervised for less than 90 days, the performance plan and documentation of performance discussions will be transferred to the new supervisor. Employees who transfer from another agency may have their rating of record transferred to the Air Force appraisal system. New employees (newly appointed, reinstated, transferred from another agency) are assumed to possess an entrance appraisal of "Fully Successful". This assumed rating will be used until replaced by a rating required at the end of the first 90 days. Employees (except new hires) will not be barred from promotion consideration during this period but will compete with a "Fully Successful" rating. A new employee must be appraised at the end of, but no earlier than, 90 days.

24.9 When an employee is on a detail or temporary promotion, appropriate consideration of the employee's performance is required. The Rating Official will coordinate with the detail or temporary promotion supervisor so that the temporary assignment is properly reflected in the Performance Plan maintained by the Rating Official or in a Performance Plan set-up, kept, and completed by the detail or temporary promotion supervisor.

24.10 An employee who believes that he/she has been adversely affected by the application of performance standards and critical elements may challenge whether the standards and elements were applied fairly and equitably by filing a grievance under the negotiated grievance procedure. Employees may also file a grievance on the issue as to whether elements and standards are in compliance with law.

24.11 ( a ) Postponing a within-grade increase (WGI). An employee's WGI will be postponed when the employee's performance is below the fully successful level but he/she has not been given a performance plan at least 30 calendar days prior to the end of the waiting period, or the employee has been reassigned or demoted due to unacceptable performance and is eligible within 60 days for WGI. The supervisor notifies the employee in writing of the postponement, the reason for it, and advice as to how the employee can improve his/her performance. The employee must be given a Performance Plan prior to or upon notification of postponement. This notice will also inform the employee that he/she has no more than 90 calendar days to demonstrate fully successful performance. The supervisor will provide information on the specific duties to be completed within the 90 calendar days. The supervisor will provide assistance during the 90 day postponement period. At any time after the 60<sup>th</sup> day but not later than the 90<sup>th</sup> day, if the employee's performance becomes acceptable, the supervisor will complete the AF Form 860A, and the WGI will be granted retroactive to the original date due. If the employee's performance remains below fully successful, the supervisor will complete the AF Form 860A, and will take action to withhold the WGI.

( b ) Withholding the WGI. An employee's WGI is withheld when (1) the rating of record is fully successful and performance has deteriorated to less than fully successful; (2) when the rating of record is less than fully successful; or (3) when the employee failed to demonstrate fully successful performance during the 90 day postponement period. An employee is notified in writing that his/her within-grade increase will be withheld. The notice will include reasons for the action, advice as to how to improve performance, and a statement of the employee's right to representation, his/her right to request reconsideration. If the decision after reconsideration is unfavorable to the employee, he/she will be informed of his/her right to file a timely grievance.

( c ) When the supervisor feels an employee who is not eligible for a within-grade increase is performing in a less than fully successful manner the employee will be counseled on the problem area(s) at least 60 days prior to the end of the rating period. The supervisor will explain to the employee those aspects of performance in which the employee falls below an acceptable level and advise the employee what he/she must do to bring performance up to an acceptable level. The supervisor will be available to assist the employee in this effort.

24.12 In cases involving unacceptable performance, no employee shall be subject to a proposal of adverse action without first having been given a written notice of opportunity to improve performance of unacceptable performance and a 90 calendar day period in which to correct performance deficiencies. The opportunity letter shall specify the position's critical elements and the performance standards for the one or more critical elements in which performance is unacceptable. During the 90

day opportunity period the employer will assist the employee in improving his/her performance. If during the opportunity period the performance does not reach acceptable standards in all critical elements, the employee will be issued a notice of proposed adverse action. The notice period will be 30 calendar days, which the employer may extend for an additional 30 calendar days, but no more than 30 calendar days, if circumstances warrant an extension. The employee will have at least 10 calendar days in which to prepare and present a response. If the proposed action or a lesser action is taken, the notice of decision shall cite the specific instances of unacceptable performance and, otherwise, comply with OEM and Air Force Regulations. Before a final decision is made to remove an employee from his/her employment, reassignment or change-to-lower grade will be considered as alternatives.

24.13 Each employee shall have a Performance Plan. After a rating is given to an employee, a new Performance Plan for the new appraisal period will be established and discussed with the employee within 45 calendar days of the close of the last rating.

24.14 Upon the request of any Local 1384 bargaining unit employee, Management will provide his/her Manner of Performance (MOP) score totals for any promotion certificate on which he/she does not appear and the cut-off score for that certificate.

24.15 One (out-of-cycle) rating change may be made when the supervisor and a Local 1384 bargaining unit employee agree an error was made on the initial rating on the MOP portion of the AF Form 860. Such out-of-cycle rating change can be made no more than once per cycle for each employee.

24.16 Probationary employees will be terminated when the employee fails to exhibit fitness for continued employment. During probation, job performance and work behavior is appraised according to AFR 40-452. In addition to and concurrent with that appraisal process, the probationer's character, conduct and attitude that directly affect job performance are evaluated against applicable standards of conduct set according to such regulations as AFR 40-735, AFR 30-30, AFP 40-11. When a probationary employee's performance does not improve and he/she is facing removal, he/she will be advised of the option to resign. Management will consider reassigning a probationary employee in cases where it deems such action to be appropriate. Supervisors will meet with probationary employees on a regular basis. The union will be provided periodically with a list of all employees serving a probationary period.

## ARTICLE 25

### GENERAL PROVISIONS

25.1 The parties agree that any matter of personnel management not specifically negotiated in this Agreement, and which is covered by an Air Force Regulation or the Federal Personnel Manual, will be settled in accordance with the applicable regulation.

25.2 The Employer agrees that necessary communication, whether oral or written, between the Employer and the Union shall be accomplished on government time.

25.3 The Employer agrees to ensure that all current employees will receive a copy of this Agreement. The Union agrees to ensure that all new employees joining the Unit during the duration of this Agreement will receive a copy of this Agreement.

25.4 The parties agree that whenever the Agreement is opened for modification by either party and a major dispute arises and the earnest efforts of the parties to reach agreement through direct negotiation have failed to resolve the dispute, one or both parties may request the services of the Federal Mediation and Conciliation Service.

25.5 Should any time limit in this contract end on a weekend or holiday, the limit will be extended to the next work day.

25.6 To the extent that provisions of any activity instruction or directive affecting bargaining unit employees may be in conflict with this Agreement, the provisions of the Agreement shall govern unless otherwise negotiated.



DEFINITIONS

26.1 The following definitions of terms used in this Agreement shall apply:

**ACTIVITY:** Phillips Laboratory (PL) and Rome Laboratory, Deputy for Electronic Technology, Operating Location-AL, (RL).

**AGENCY:** Department of Defense

**AMENDMENTS:** Modifications of the Basic Agreement to add, delete, or change portions, sections, or articles of the Agreement.

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

**EMERGENCY SITUATION:** A situation which poses sudden, immediate, and unforeseen requirements for the Employer as a result of natural phenomena or other circumstances beyond the Employer's reasonable control or ability to anticipate.

**FACILITY:** Hanscom AFB and affiliated field sites where bargaining unit members are employed.

**GRIEVANCE:** Grievance means any complaint by any employee concerning any matter relating to the employment of the employee; any labor organization concerning any matter relating to the employment of any employee; or by any employee, labor organization, or agency concerning the effect or interpretation, or a claim of breach of a collective bargaining agreement, or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

**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.

**MAINSTREAM:** Employees who have the potential to succeed in higher level positions but who lack the necessary experience, training, or education to meet CSC Handbook X118 qualifications for positions in occupations with advancement potential.

**NEGOTIABILITY DISPUTE:** A disagreement between the parties as to negotiability of an item.

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reinstated, transferred from another agency) are assumed to possess an entrance appraisal of "Fully Successful". This assumed rating will be used until replaced by a rating required at the end of the first 90 days. Employees (except new hires) will not be barred from promotion consideration during this period but will compete with a "Fully Successful" rating. A new employee must be appraised at the end of, but no earlier than, 9 days.

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(b) Withholding the WGI. An employee's WGI is withheld when (1) the rating of record is fully successful and performance has deteriorated to less than fully successful; (2) when the rating of record is less than fully successful; or (3) when the employee failed to demonstrate fully successful performance during the 90 day postponement period. An employee is notified in writing that his/her within-grade increase will be withheld.

The notice will include reasons for the action, advice as to how to improve performance, a statement of the employee's right to representation, his/her right to request reconsideration. If the decision after reconsideration is unfavorable to the employee, he/she will be informed of his/her right to file a timely grievance.

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than once per cycle for each employee.

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## ARTICLE 25

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## ARTICLE 26

### DEFINITIONS

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**AMENDMENTS:** Modifications of the Basic Agreement to add, delete, or change portions, sections, or articles of the Agreement.

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

**EMERGENCY SITUATION:** A situation which poses sudden, immediate, and unforeseen requirements for the Employer as a result of natural phenomena or other circumstances beyond the Employer's reasonable control or ability to anticipate.

**FACILITY:** Hanscom AFB and affiliated field sites where bargaining unit members are employed.

**GRIEVANCE:** Grievance means any complaint by any employee concerning any matter relating to the employment of the employee; any labor organization concerning any matter relating to the employment of any employee; or by any employee, labor organization, or agency concerning the effect or interpretation, or a claim of breach of a collective bargaining agreement, or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

**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.

**MAINSTREAM:** Employees who have the potential to succeed in higher level positions but who lack the necessary experience, training, or education to meet CSC Handbook X118 qualifications for positions in occupations with advancement potential.

**NEGOTIABILITY DISPUTE:** A disagreement between the parties as to the negotiability of an item.

**NEGOTIATION:** Bargaining by representatives of the Employer and the Union on appropriate issues relating to terms of employment, working conditions, and personnel policies and practices, with a view toward arriving at a formal Agreement.

**SUPPLEMENTS:** Additional articles, negotiated during the term of the Basic Agreement, to cover matters not adequately covered by the Basic Agreement.

**UNDERUTILIZED:** Employees, below GS-8 and WG-7, who possess more education and/or higher level skills than are required from their present position or career fields.

**UNION-MANAGEMENT MEETING:** Meetings which are held for communication and exchange of views with the intent of agreeing on matters of mutual interest.

**UNION OFFICIAL AND/OR UNION REPRESENTATIVE:** The duly elected or appointed officials of the Local or any accredited National Representative of the Union.

**DEVELOPMENTAL OPPORTUNITY PROGRAM (DOP):** A systematic management effort...to develop specific career opportunities for lower-level employees who are in positions or occupational series which do not enable them to realize their full potential. The DOP provides an avenue for employees in dead-end positions, GS-1 through GS-8 and WG-1 through WG-7, to compete for development opportunities which enhance their potential for entry into occupational series with possible advancement to GS-9 and WG-8 and above.

## ARTICLE 27

### DURATION AND EXTENT OF AGREEMENT

29.1 This Agreement is effective on the date is is signed by the parties, subject to the approval of Headquarters AFMC, and it will remain in effect for a period of 3 years from that date. Unless either party gives written notice to the other party, in the period between 105 and 60 days prior to the end of this 3-year period, of the party's desire to terminate or modify the Agreement, it will automatically be renewed for subsequent 3-year periods thereafter, with the same rights to terminate or modify the Agreement prior to is expiration date. It is understood that this Agreement will terminate at any time it is determined by proper authority that the NFFE is no longer entitled to exclusive recognition under the Civil Service Reform Act.



Executed this 14th day of December 1993 at Hanscom Air Force Base, Massachusetts.



THOMAS D. MCGURK  
Colonel, USAF  
Group Commander  
647 Air Base Group



BARBARA A. MAIN  
President, Local 1384  
National Federation of  
Federal Employees

Members of the Negotiating Team

For the Employer

Louis C. Michaud, Chief  
Negotiator

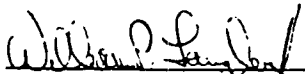
Lorraine B. Iovanni  
Robert Blanchard  
John Lennon  
Jan DiBacco

For the Union

Barbara A. Main, Chief  
Negotiator

Albert Smith  
Robert Pagliarulo  
Donna Pelekasis  
Judith Welsh  
Fred Wilkie

No violations of law or regulation are intended or included.



WILLIAM P. LANGLEY  
Labor Relations  
Civilian Personnel  
Directorate of Personnel

13 Jan 94

DATE