

MEMORANDUM OF AGREEMENT  
UNDER TITLE VII, CIVIL SERVICE REFORM ACT

Between

COMMANDER, 12TH SUPPORT GROUP

RANDOLPH AIR FORCE BASE, TEXAS

And

LOCAL 1840

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFL—CIO)

Local 1840  
American Federation of  
Government Employees  
San Antonio, Texas

JBSA-Randolph, Texas

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President

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Commander, 12<sup>th</sup> Support Group

30 AUG 1993  
Date

APPROVED:

30 AUG 1993  
Date

Director of Civilian Personnel  
HQ Air Education & Training Command  
Randolph AFB, TX 78150—5001

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ATTENTION

SUPERVISORS AND MANAGERS

This agreement has been signed and agreed upon by the 12th Support Group Commander and the President of APGE Local 1840, ratified by the Local membership, and approved by Headquarters Air Education and Training Command (HQ AETC). Therefore, it has the full force and effect of a regulation and must be complied with accordingly.

As the agreement is subject to modification or renegotiation at a later date, it is important that a record be made of provisions in the agreement that are problematic and may need revision. It is highly recommended that when such a problem arises, it should be promptly recorded and submitted to the Civilian Personnel Office, Attn: Labor Relations Officer.

The recording should describe the incident, the difficulties encountered, and the relevant article(s) and paragraph number(s) of the agreement. It should be dated and signed by the supervisor and should give the telephone number to be contacted for more information. Suggested provisions that would benefit management in fulfilling mission requirements are also solicited.

For further information or assistance, contact your Personnel Management Specialist or the Labor Relations Officer at extension 75153/54, Civilian Personnel Office, Building 399.

## ARTICLE 1

### STATEMENT OF PURPOSE

1-1. In accordance with the provisions of the Civil Service Reform Act of 1978, it is the purpose and desire of the Employer and the Union, that this agreement will be interpreted and administered in a manner consistent with effective and efficient governmental operations. The Parties agree that these purposes will best be served by providing employees an opportunity to participate, through their exclusively recognized labor organization, in the impact and implementation (I&I) of personnel policies and practices affecting their conditions of employment.

1-2. The Parties jointly recognize that the uninterrupted, orderly, economical, and efficient accomplishment of the mission of Randolph Air Force Base is a mutual objective and that their cooperation in achieving Randolph's mission is a mutual responsibility.

## ARTICLE 2

### PARTIES AND CONDITIONS

2-1. This agreement is made and entered into by and between the 12th Support Group Commander, Randolph Air Force Base, Texas, hereinafter referred to as the Employer, and Local 1840, American Federation of Government Employees-AFGE (AFL-CIO), hereinafter referred to as the Union. The Employer and the Union will be collectively referred to as the Parties.

2-2. The Employer recognizes the Union as the exclusive representative of all permanent, full-time civilian employees paid from appropriated funds in all organizations serviced by the Base Civilian Personnel Office at Randolph Air Force Base, Texas, with the exception of supervisory and managerial personnel, employees engaged in non clerical Federal civilian personnel work, professional employees, Fire Department employees, guards, and other employees excluded under the law.

2-3. As the exclusive representative of all employees in the unit, the Union is entitled to speak and act for those employees and to negotiate this written agreement, which shall be applicable to all employees in the unit. The Union agrees to represent the interests of all employees in the unit without discrimination of any kind and without regard to membership in the Union.

2-4. In the administration of all matters covered by this agreement all officials and employees are governed by existing or future laws, rules, and regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published Department of Defense (DoD) and Air Force policies and regulations in existence at the time this agreement is approved; and by subsequently published DoD and Air Force policies and regulations subject to I&I bargaining.

2-5. Should any part or provision of this agreement be rendered or declared invalid or illegal by reason of any existing or subsequent law, regulation or ruling, the invalidation of such part or provision of this agreement shall not invalidate any of the remaining parts or provisions of this agreement, and they shall remain in full force and effect.

## ARTICLE 3

### EMPLOYEE RIGHTS AND RESPONSIBILITIES

3-1. Each employee in the unit defined in Article 2, paragraph 2-2, has the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity and each employee shall be protected in the exercise of this right. The Employer agrees to ensure that employees in the unit are informed of these rights and that no interference, restraint, coercion, or discrimination is practiced by the Employer's representative to encourage or discourage membership in a labor organization.

3-2. The right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the executive branch, the Congress, or other appropriate authority. However, this does not authorize participation in the management of a labor organization, or acting as a representative of such an organization, when the participation or activity would result in a conflict or apparent conflict of interest or would otherwise be incompatible with law or with official duties of the employee.

3-3. Exclusive recognition of the Union does not preclude an employee in the unit, regardless of whether he or she is a member of the Union, from bringing matters of personal concern to the attention of appropriate officials under applicable law, rule, regulation, or established agency policy; from exercising grievance or appellate rights established by law or regulation; or from choosing his/her own representative in an appellate action. When pursuing a grievance under Article 22, the employee must be represented by the Union or must represent himself/herself.

3-4. Nothing in the agreement shall require an employee to become or to remain a member of the Union, or to pay money to the Union except through his or her voluntary, written authorization for payment of dues through payroll deduction.

3-5. The Union and the Employer expect employees to discharge their assigned duties conscientiously in the most effective and productive manner they can, to observe in spirit and action the laws and regulations governing their employment, and to conduct themselves in such a way that their behavior will not reflect adversely on the Air Force or the public service. Employees are also expected to confer with their immediate supervisor, other management officials or the Civilian Personnel Office, as appropriate, to discuss matters of concern to them, to secure information needed, or to resolve problems related to their Air Force employment. Bargaining unit employees may confer with the Union representative if they choose to do so.

3-6. The Employer and the Union agree that each will conduct themselves in such a manner as to comply with the spirit and intent of the Civil Rights Act of 1964 as amended. Violations of the Act will not be condoned.

## ARTICLE 4

### MANAGEMENT RIGHTS AND RESPONSIBILITIES

#### CONFORMANCE TO LAW

4-1. In the administration of all matters covered by this agreement, officials of the Employer, the Union and employees of the bargaining unit are governed by Title VII of the Civil Service Reform Act of 1978, as amended.

#### RETAINED MANAGEMENT RIGHTS

4-2. Management retains the right:

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

b. In accordance with applicable laws

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

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

(3) With respect to filling positions, to make selection for appointments from -

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

(b) Any other appropriate source; and

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

#### ADDITIONAL RIGHTS AND OBLIGATIONS OF MANAGEMENT

4-3. In prescribing regulations relating to personnel policies, practices, and conditions of employment, the Employer shall have due regard for the obligations imposed by Title VII, as amended. However, the Employer and the Union may negotiate at the election of the 12th Support Group Commander or his designee, 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.

4-4. The Employer recognizes that individual actions taken in the exercise of the foregoing retained rights may be subject to a grievance or appeal in accordance with applicable laws, regulations, or official policies.

4-5. The rights and responsibilities of management set forth in this article are in addition to any other management rights or responsibilities specified elsewhere in this negotiated agreement.

## ARTICLE 5

### UNION RIGHTS AND RESPONSIBILITIES

5-1. The Union rights and responsibilities set forth in this article are in addition to those set forth in Article 1 and elsewhere in this agreement.

5-2. The Union will be given an opportunity to be represented at formal discussions between management and employees or employee representatives concerning grievances, changes to personnel policies and practices, or other matters affecting working conditions of employees in the unit.

5-3. The Employer agrees not to authorize a labor organization other than the Union to conduct a membership drive in the unit for which the Union holds exclusive recognition unless and until it is appropriate under the rules and regulations of the FLRA or the Union's exclusive recognition has been terminated. This provision does not in any way restrict the rights of Randolph Air Force Base employees to form, join, or assist another Union during their non—work time providing there is no interference with the work of the base, nor does this provision restrict the Employer from providing any service or assistance to another Union as may be required by applicable Air Force, Office of Personnel Management (OPM), or Department of Labor policies, regulations, or directives.

5-4. Semiannually, the Employer agrees to provide the Union an alpha listing of all employees in the bargaining unit (ALPHA. Listing of Employees in Bargaining Unit Status Code 2240).



## ARTICLE 6

### UNION REPRESENTATIVES AND THE USE OF OFFICIAL TIME

6-1. The Union agrees to keep the Employer currently informed in writing of the names of its officers, representatives, and stewards, their titles, and the scope of their authority to speak and act for the Union. The Employer agrees to recognize such duly elected or authorized officers, representatives, or stewards in accordance with this agreement.

6-2. It is agreed that the number and servicing assignment of stewards will be determined by mutual agreement between the Parties. The number should be such that employees in the unit will have reasonable access to a steward. It is also agreed that an alternate may be designated for each steward. When possible, the Union will assign a Steward in the organizational area to which they are assigned. The Chief Steward will represent employees in the organizational area to which he/she is assigned. In the event that the organizational steward is not available, or fully trained, the Union will designate another steward to act as alternate for that organization.

6-3. The employer agrees that duly authorized officials, representatives and stewards who are employees in the unit may engage in the activities specified in this paragraph on duty time if they are otherwise in regular duty status and make proper arrangements for the particular activity in accordance with paragraph 6-4 of this article. The Union will assure that its officials, representatives, and stewards keep the use of duty time to the minimum reasonable necessary for the proper performance of the authorized function. A reasonable amount of official time may be granted to an ejected official or steward of the Union to accomplish the following:

a. Discussing and reviewing potential grievances with bargaining unit employees. The Employer and Union agree that the average time for potential grievances should not exceed 1 or 2 hours.

b. Representing an employee or the Union in the preparation and presentation of a grievance to management officials as provided in Article 12, Grievance Procedures.

c. Preparation for arbitration and serving as the Union spokesperson/employee representative in an arbitration hearing conducted under Article 12. The Union will be allowed two people at an arbitration hearing - a spokesperson/representative and technical advisor unless the Union is the grievance. Upon request, the technical advisor may be allowed reasonable official time for an arbitration which must be used for preparation of witnesses and research. Should a non-Randolph employee serve in any capacity during the course of the arbitration hearing, the union will be entitled to only one person on official time.

d. Serving as the employee's representative in the preparation and presentation of a reply to a proposed adverse action, discrimination complaint hearing or MSPB hearing where the employee has designated the Union as his/her representative.

e. Acting in the capacity of official Union observer in adverse action hearings or at the adjustment of employee grievances in which the Union is not designated as employee representative. Such observation may be permitted at the discretion of the hearing officer.

f. Preparation for and negotiating with management officials concerning changes to personnel policies, practices, and matters affecting working conditions proposed by the officials as provided for in the terms of this agreement.

g. Serving on committees of the Employer at the Employer's request.

h. Preparation for and attending meetings arranged and called by management officials, where requested by either management or the Union for any valid purpose. The management official arranging such meetings shall also arrange for the Unions official(s). The Employer and Union agree that meetings called by management may not require preparation time. The Employer and Union agree that management called meetings will usually be conducted at the end of the duty day.

i. Serving as an agent of the Employer while participating as a data collector in a wage survey.

j. Performing other functions where official time is expressly authorized by the terms of this agreement.

k. A Union officer or officially designated steward may confer at a mutually agreeable time with an appropriate supervisor, management official, or Civilian Personnel Office representative about employee complaints or problems concerning the implementation of this written agreement. It is understood that a supervisor or management official may only discuss matter within his/her own area of official responsibility. Union officials may be provided appropriate official time for safety training. When mutually agreed, one union representative may attend safety inspections as an observer.

1. Preparing Unfair Labor Practice (ULP) charges. This excludes investigating and researching ULP matters.

6-4. A Union official, representative, or steward who is an employee must request permission from his/her immediate supervisor or his/her authorized substitute before leaving his/her assigned duties to perform any of the duties listed in paragraph 6-3 of this Article. The employee requesting the official time must explain the nature, but not necessarily, the subject matter of the business he/she is required to attend. He/she must provide an estimate of the official time that will be required. The supervisor will normally grant the request as promptly as the workload will allow. Also, permission to conduct the duties listed with any involved employee(s) will be obtained by the union representative, in advance, by telephone if practicable, from the immediate supervisor of the involved employee(s). The union representative will advise the supervisor of his pager number so that the employee and representative can be reached in case of emergency. All employees will report back to their duty section promptly upon completion of the authorized business. If the business is found to require more time than the original estimate, the union representative must contact his/her supervisor and, the supervisor of the employee, to obtain permission to use more time. If the representative or employee is needed for an emergency, or work that cannot be accomplished at a later time, the supervisor may deny the request for the additional time. However, if the additional time is not granted, the union representative will be given the needed additional time as promptly as possible. This time will be agreed upon by all parties. If it is denied, the supervisor should try to schedule official time as soon as possible.

6-5. The Employer agrees to permit Union Officers and stewards to attend Union sponsored training that will be of mutual benefit to the Employer and the Union without charge to leave to attend or serve as instructor of union sponsored training for Local 1840 representatives. This official duty time for training will be limited to a total of 400 hours, during a 12-month period, for all Union officials combined. A 12-month period is understood to mean the period beginning 1 January of each year and ending on 31 December of each year. Any allowable travel time will also be deducted from the yearly total of 400 hours. There will be no overtime for either training or travel hours granted. When approved travel time will be authorized for actual time spent traveling. The Union will submit sufficiently detailed information concerning the content and schedule of each training session to permit the Civilian Personnel Office to determine if official duty time or travel will be granted. Unused hours may not be carried over into any subsequent 12-month period. The Union agrees to use union officials within their assigned organization when representing employees. The Union also agrees to provide the agency acceptable proof to indicate the dated, time, and place of training and travel requests. If traveling in a group (bus, van, or automobile) the union president or senior member of the group will submit a signed voucher with supporting documents for the group who collectively agree that the information provided is accurate. Otherwise each individual requesting travel time will submit their own voucher with documents to support their request as stipulated in this paragraph. The supportable evidence to support the travel was indeed during the agreed upon time (such evidence may be airline ticket, gas receipts which must include time, date, place receipt was procured and will be submitted for a half way point between destinations). The information provided will provide the names of all individuals who traveled within the group and any deviations to the travel arrangement made with the agency.

As amended on:

President AFGE Local 1840  
October 12, 2001

Labor Relations Officer  
12 October 2001

6-6. It is agreed that Union socials who are not employees will, upon approval of the Civilian Personnel Office, be allowed to visit the base on official business subject to national security regulations and visitor control procedures. Such union officials will arrange permission with appropriate managerial officials, or supervisors as directed by the Civilian Personnel Office before contacting employees during their duty hour&

6-7. It is agreed that whether employees are Union representatives or not, they are not entitled to participate in the conduct of internal Union business during their duty hours and doing so may subject them to appropriate disciplinary action. The Union will not engage employees in internal Union business during the employees' duty hours. Internal Union business includes such activities as organizing efforts, membership solicitations, membership meetings, collection of dues and fees, soliciting dues withholding authorizations, distribution of Union literature, and Union office campaigning or related election activities.

6-8. Upon request the Union may be allowed a maximum of 12 hours official time for the administrative function of preparing Department of Labor required reports.

## ARTICLE 7

### CONSULTATIONS AND NEGOTIATIONS

7-1. Representatives of the Union and the Employer shall meet at reasonable times and consult in good faith as outlined below. The purpose of such consultations shall be to exchange information and views on appropriate subjects as specified in paragraphs 7-4 and 7-5 below and to promote understanding and cooperation in the implementation of this agreement and in all aspects of Union management relations.

7-2. The 12th Support Group Commander will meet with the Union President on an as needed basis. The President of the Union may initiate a meeting with the 12th Support Group Commander by submitting a written request through the Labor Relations Officer. The request must specify the subject (s) to be discussed.

7-3. The Employer agrees to consult with the Union, prior to implementing changes that are appropriate matters for consultation and negotiation in paragraphs 7-4, 7-5 and 7-6 below. Consultation meetings will, be held regularly as mutually agreed by the President of the Union and the Civilian Personnel Officer and/or his/her designated representative. Special consultation sessions or meetings with management officials will be scheduled by advance arrangements at a mutually agreeable time. The request for such consultations or meetings will be put in writing if so desired by either Party. The initiating Party will specify the subject(s) to be discussed and the initiator's representative(s) selected to attend. The initiator may indicate the officials of the other Party with whom they wish to consult; however, each Party may designate its own representatives to participate in the consultations. The number of representatives for each party will be kept to a minimum consistent with the subject(s) to be discussed.

7-4. It is agreed and understood that matters appropriate for consultation and negotiation include personnel policies and practices and matters affecting working conditions of employees in the unit that are within the discretion of the Employer, so far as may be appropriate under applicable laws and regulations, including policies set forth in the Federal Personnel Manual, published agency policies and regulations, a national or other controlling agreement at a higher level in the agency and the Civil Service Reform Act of 1978, as amended. These matters relate to policy determinations, and not to day-to-day operations or to individual employee dissatisfactions.

7-5. It is further agreed that the obligation to meet and consult or negotiate does not include matters with respect to the mission of the Employer, its budget, organization, number of employees, internal security practices of the base or to making determinations regarding contracting out.

7-6. It is recognized by both parties that other subjects may be appropriate for consultation or negotiation in accordance with paragraphs 7-4 and 7-5 above even though they are not otherwise covered by the negotiated agreement.

## ARTICLE 8

### DURATION OF AGREEMENT

8-1. After this agreement has been signed by the Union President, ratified by the Union membership, ratified and signed by the 12th Support Group Commander, and approved by Headquarters Air Education and Training Command (AETC), it will become effective on the AETC approval date.

8-2. This agreement will remain in effect for three years from the date of its approval by HQ AETC. On the third anniversary of its approval and each three years thereafter, it will automatically be renewed for an additional three-year term unless, during the period between 105 and 60 days prior to the end of one of the three-year terms, either Party gives written notice to the other Party of its desire to renegotiate the agreement. It is understood that this agreement will be terminated if it is officially determined that the Union is no longer entitled to exclusive recognition under Title VII.

8-3. Written notice of either Party's desire to renegotiate the agreement will be accompanied by the Party's written proposals for negotiation. Ground rules for the negotiations will be drawn up by mutual agreement and in compliance with applicable directives. The negotiations will be scheduled to begin within 60 days after the second Party receives the written notice, unless both Parties agree to a later date. The existing agreement will remain in effect until such time as the new agreement is signed by the Parties and approved by EQ AETC.

8-4. Either Party may submit a written request for midterm bargaining identifying the articles they wish to negotiate along with their proposed changes. Such requests must be submitted no earlier than 16 months after the effective date of the contract and no later than 18 months after the effective date of the contract. Each Party will be allowed to submit no more than three (3) existing and/or new articles of the contract. Midterm negotiations will begin within 30 days of the date the parties meet to exchange proposals, where applicable. Should midterm bargaining occur, the agreement will be brought into conformance with relevant statutes, executive orders, rules and regulations of higher authority.

8-5. The parties have had full opportunity to raise any issue during negotiation of this agreement, and these Articles represent the total terms and conditions by which the Parties agree to abide for the duration of the agreement. However, the parties recognize that changes are occasionally made in laws, rules, and regulations, which are binding on the Employer and the Union. When such changes occur, this agreement can be reopened to conform the agreement with such law, rule, or regulation.

8-6. This agreement will be brought into conformance with relevant statutes, executive orders, rules, and regulations of higher authority any time it is renegotiated.

## ARTICLE 9

### COMMUNICATIONS

9-1. Bulletin Boards. The Employer agrees to make a reasonable amount of space available to the Union on appropriate bulletin boards in buildings where employees in the Unit are concentrated. The bulletin board space may be used for posting appropriate notices concerning Union meetings, activities, and elections and information relevant to the administration of this written agreement. The Union agrees to maintain its bulletin board space in good order and to remove obsolete material promptly. The Union agrees that all material that is to be posted or distributed on base must be cleared with the Civilian Personnel Office in advance. Therefore, all material to be posted will be given to the CPF for approval. The material will include a date indicating when it can be removed from the bulletin board. The union agrees to submit requests for approval of material as far in advance as possible. It is understood that any material to be posted or distributed on base must be in good taste, it must not violate any law nor the security of the base: and it must not be libelous, vulgar, abusive, nor inflammatory. If the material does not involve internal union business, and otherwise meets the above standards, it will be approved for posting. Once approved, the union may send the material through the internal mail system to the appropriate bulletin board monitor(s). If the material involves internal union business, the union will be so advised. Posting of such material will be conducted on non-duty time, and the Union will not be allowed the use of the internal mail system.

9-2. Spot Checks. The union will be allowed a reasonable amount of official time to randomly spot check 10 official bulletin boards monthly. The bulletin boards to be spot-checked must be in the same general area to ensure efficient use of official time. If the Union determines there is an area where material is missing or improperly posted the Labor Relations Officer will be advised of the specific problem. Management will attempt to correct the problem as quickly as possible. The Union will be allowed to re-inspect the cited bulletin board during the next monthly random spot check. Written notice will be provided to the organizational commander when problems are not corrected and persist. Posting or distributing literature by union representatives in violation of Article 9 will be grounds for suspension of the privilege. This extends, but is not limited to, use of the internal mail system to send information other than approved postings, use of an excessive amount of official time, posting of information not approved in advance.

9-3. Distribution of Literature. The Employer agrees that Union newspapers, circulars, and notices may be distributed on base in accordance with the provisions of this article. They may be distributed in non-work areas approved by an appropriate management official and in lunch areas other than base restaurants and snack bars. They will not be distributed in work areas, even during lunch periods. The Employer will prepare and distribute a letter to all bargaining unit employees stating: American Federation of Government Employees (AFGE). Local 1840, is the exclusive representative of appropriate and non-appropriated bargaining unit employees (excluding firefighter positions) at Randolph Air Force Base. For information from the Union, employees may call Mr. Gilbert Berryhill, President, 659-7918. Employees who need to discuss labor management relations matters, may do so with their supervisory chain of command or with the Civilian Personnel Flight, Employee-Labor Relations Specialist, 7-5153.

9-4. Orientation of New Employees~ The Employer agrees that when an employee is newly appointed to a position within the bargaining unit at Randolph AFB, the Employer will advise the employee that AFGE Local 1840 of the American Federation of Government Employees has been granted exclusive recognition at Randolph Air Force Base. The employee will also be advised of his/her right to join the Union or refrain from doing so without fear of penalty or reprisal. When orientations are conducted for new bargaining unit employees, the Union will be afforded five (5) minutes at each session to speak.

9-5. Availability of Instructions. The Employer agrees to continue its effort to keep employees informed about official personnel policies, practices, and matters affecting working conditions. To This end, Air Force Instructions (AFI) in the 36 series are distributed to, and maintained by appropriate offices in each major organization so that all supervisors and employees "ill have reasonable access to those instructions applicable to them. In addition, the Employer will furnish the Union with a copy of the specific Air Force Policy Directives and AFRs, and updates that were agreed upon during mid-term negotiations. The Employer also agrees to distribute a copy of the RAFB Civilian Personnel Newsletters.

9-6. It is agreed that the Union may submit items to the Base Bulletin for publication or to the base Public Affairs Office for publication in the Wingspread, but it is understood that such items are subject to editing and publication on a space available basis. It is also agreed that the Union may place advertisements in the Wingspread on a commercial basis by direct arrangement with the publisher, without prior approval by the Civilian Personnel Office. The Union will submit proposed Base Bulletin and Wingspread articles to the Civilian Personnel Office for review and approval. After the review and approval the Civilian Personnel Office, the suggested articles will be forwarded for consideration of publication with a management request to encourage that space be made available as soon as possible.

9-7. The Employer agrees that after this written agreement is approved by HQ AETC, one copy of it will be furnished free of charge for each Union officer, one for each officially designated steward, and one for each bulletin board space assigned to the Union.

9-8. The Employer should respond as timely as possible to information requests made by the Union. The Employer should provide an interim response within 10 workdays, if a final response cannot be accomplished timely. The Union will be responsible for submitting a timely request and establishing a particularized need for the requested information, explaining what, why, and how the information will be used. The information request must explain the connection between the uses and the union's representational responsibilities under the law.

## ARTICLE 10

### OFFICE AN MEETING FACILITIES

10-1. The Employer agrees to provide the Union with suitable on-base facilities for meetings of the local, providing:

a. The Union submits a written request specifying the nature and type of facilities desired and the time and frequency they will be needed;

b. The Employer determines that suitable space can be spared from other requirements and made available without detriment to the base;

c. The Union complies with the safety, security, and care taking requirements determined necessary by the Employer; and

d. The meetings are held during the non-duty hours of employees attending and do not interrupt or interfere with the work of the base.

10-2 The Employer agrees to provide the Union with on-base lease space for an office, subject to the conditions in paragraph 10-1 and to the following provisions:

a. Lease negotiations shall be conducted between AFGE Local 3.840 and official representatives of the Employer. The Employer and the Union agree to abide by the consummated lease agreement, subject to the provisions of this article.

b. The lease shall be terminated whenever the Union ceases to hold exclusive recognition at Randolph kin Force Base.

c. The lease shall be terminated if the Employer determines that the use by, and availability of, such space to the Union conflicts with or impedes a legitimate and overriding requirement of Randolph kin Force Base for said space.

d. Any base telephone service needed by the Union will be arranged on a commercial basis in coordination with the appropriate management official.



## ARTICLE 11

### DUES WITHHOLDING

11-1. Union dues shall be deducted from the pay of eligible employees who voluntarily authorize such deductions in accordance with the procedures established in this article.

11-2. To be eligible for Union dues deductions, an employee must:

- a. Be a member of the Union in good standing.
- b. Be employed in the unit for which the Union holds exclusive recognition as defined in paragraph 2-2 of this agreement.
- c. Regularly have sufficient salary after other legal and required deductions to cover the amount of the authorized allotment. Such other legal and required deductions have priority over deductions for Union dues.

11-3. The Union agrees to:

- a. Designate in writing to the Civilian Pay Office, with a copy to the Civilian Personnel Office:
  - (1) The name and title of Union officials authorized to certify Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, and to Sign correspondence called for in this article.
  - (2) The name, title, and address of the Union official to whom the biweekly report on Union dues withheld should be mailed.
  - (3) The name, title, and address of the Union official or the account number and the name and address of the bank to which the biweekly check for Union dues deductions should be mailed.
- b. Distribute Standard Forms 1187 to eligible employee members who want to authorize an allotment for payment of Union dues.
- c. Inform its members of the program for voluntary Union dues deduction and of the procedures for use of Standard Form 1187 to initiate dues deductions.
- d. Inform its members of the policies and procedures for revocation of allotments and provide to members on request, copies of Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues.
- e. Promptly refund any unauthorized deductions or excess payments either to employees or the Employer as required.
- f. Promptly notify the Civilian Pay Office in writing of the effective date that a Union member is expelled or for any reason ceases to be a member in good standing.

11-4. The Employer agrees that:

a. The Civilian Pay Office will implement application for dues deductions effective the first full pay period after the properly completed Standard Form 1187 is received in the Civilian Pay Office.

b. The Civilian Pay Office will notify the Union of revocation of an allotment by sending a copy of the revocation to the Union with the dues deductions report for the pay period in which the revocation was implemented.

c. The Accounting and Finance Officer of Randolph Air Force Base will remit the amount due to the Union after each pay period in a single check. Such remittance will be made at no cost to either the Union or employee. The check will be mailed to the Union officer or bank designated to receive it, with a report containing the following information:

(1) Identification by name or code of the base and the Union.

(2) The pay period for which the dues were withheld.

(3) The names of employees for whom dues were withheld and the amount withheld for each.

d. The Civilian Pay Office will maintain a supply of Standard Forms 1188 and make them available to employees upon request. A reasonable number of Standard Forms 1188 will also be made available to the Union for distribution to its authorized stewards.

11-5. An employee may submit a revocation of his/her allotment for payment of Union dues at any time. This is done by securing a copy of Standard Form 1188 from the Union or the Civilian Pay Office, completing and signing it, and submitting it to the Civilian Pay Office. A written request for revocation of dues by the employee will become effective at the start of the first full pay period following the anniversary date of the allotment. Dues allotment must have been in effect for a minimum of one year, and may be revoked only during the above period.

11—6. Allotments for Union dues will be terminated by the Civilian Pay Office:

a. At the beginning of the first full pay period after the effective date the Union's exclusive recognition or this written agreement is officially terminated under appropriate authority.

b. At the beginning of the first full pay period after the Civilian Pay Office's authority to withhold Union dues is officially suspended or terminated by an appropriate authority outside the Department of Defense.

c. At the beginning of the first full pay period after the Civilian Pay Office receives notice from the Union that an employee has been expelled or is no longer a member in good standing.

d. With the issuance of an employee's final pay check upon his/her retirement, separation, transfer or reassignment to another payroll office. In the case of death, no deduction will be made for the pay period in which death occurs.

e. At the beginning of the first full pay period after the Civilian Pay Office is notified that an employee is officially placed in a position, including temporary promotion, outside the unit for

which the Union holds exclusive recognition.

f. At the beginning of the first full pay period after the unit is redefined by an official revision of this agreement that eliminates from the unit the position of an employee with a dues withholding allotment.

11-7. The Union will notify the Civilian Pay Office, in writing, with a copy to the Civilian Personnel Office, of any changes in the amount of Union dues to be deducted. Such changes will not be made more often than once in any 12-month period. Subject to this limitation a change will be made effective the first full pay period following receipt of the notice in the Civilian Pay Office unless otherwise requested by the Union. The amount of the deduction will be the same for all employees in the unit. It will be stated in the notice to the Civilian Pay Office on subsequent Standard Forms 1187 as a specific amount to be deducted each biweekly pay period.

## ARTICLE 12

### NEGOTIATED GRIEVANCE AND ARBITRATION PROCEDURES

12-1. This article shall be the exclusive procedure available to the parties of this agreement and employees in the bargaining unit for resolution of grievances that are subject to the control of the Employer. These procedures shall be applicable to any matter involving working conditions, or any matter involving the interpretation or violation of this agreement, except for the exclusions contained in para 12-3 below.

#### 12-2. Scope of Coverage

a. A grievance means any complaint:

(1) By any bargaining unit employee concerning any matter relating to the employment of the bargaining unit employee.

(2) By the Union concerning any matter relating to the employment of any bargaining unit employee, or

(3) By any bargaining unit employee, the Union or the Employer concerning

(a) The effect or interpretation or a claim of breach of this agreement, or

(b) Any claimed violation, misinterpretation, or misapplication of any Law, rule, or regulation affecting conditions of employment.

b. Any employee or group of employees in the bargaining unit may file a grievance under these negotiated procedures. These procedures are not available to any employee outside of the bargaining unit.

c. An aggrieved bargaining unit employee affected by discrimination, a removal or reduction-in-grade based on unacceptable performance, or other adverse actions, may at his/her option raise the matter under a statutory procedure or the negotiated grievance procedure, but not both. For the purpose of this provision and pursuant to Section 7121, 5 USC, an employee shall be deemed to have exercised his/her option under this provision when the employee files a timely notice of appeal under the statutory procedure, or files a timely grievance, in writing, under the provisions of this article.

#### 12-3. Conclusions

Matters listed below are specifically excluded from this procedure:

- a. Reduction-in-Force appeals.
- b. Retirement, life/health insurance.
- c. Suspension or removal under Section 7532, 5 USC (relating to national security).
- d. Prohibited political activities.
- e. Nonselection for promotion from a group of properly ranked certified candidates.

- f. Separation actions taken on an employee serving a trial or probationary period.
- g. Written notices of proposed disciplinary actions where such actions would be grievable under this procedure, when effected. This exclusion does not deny the employee's right to obtain representation, nor the right to grieve after receiving final decision.
- h. Disapproval of a Quality Salary Increase, performance award, or any other kind of honorary or discretionary award, including non-adoption of a suggestion.
- i. An action terminating a temporary promotion within a maximum of two years and returning the employee to the position from which he/she was temporarily promoted, or to a position of comparable grade.
- j. Any matter relating to the leave sharing program.
- k. Any matter relating to a request for advance sick or annual leave.
- l. Performance plans under APR 40-452, Performance Management Program.
- m. The title, series, and grade of a position.

12-4. Resolution of Grievability Disputes: Questions which cannot be resolved by the Parties as to whether or not a grievance is over a matter subject to the grievance and arbitration procedures of this agreement may be referred by either party to arbitration as a threshold matter.

12-5. General Provisions:

a. Official Time. A reasonable amount of official time, if otherwise in a duty status, without charge to leave, will be afforded in accordance with the following:

(1) To the employee and the steward to discuss any complaint or potential grievance with the employee's first-line supervisor. This meeting shall take place only after the employee has informed his/her supervisor that he/she has a potential complaint or potential grievance and desires Union representation.

(2) To the employee and the Union representative for preparing and presenting a grievance or preparation for an arbitration hearing.

(3) To a Union observer in those instances where this procedure provides for such an observer. (See Article 6-3.)

b. Representative Rights

(1) An employee is entitled to a Union representative at any stage of the grievance procedure. Any unit employee may present and process a grievance under this procedure without the intervention of the Union except that only the Union or the Employer may invoke arbitration. If the employee represents himself/herself, the Union will be given an opportunity to be present during the grievance proceedings.

(2) The Union representative for employee grievances normally shall be:

(a) The Union steward for the organizational segment in which the grieving employee works. If the representative is other than the steward, the designation shall be in writing to the supervisor by the Union.

(b) In the event of a group grievance, the representation in paragraph (1) above will apply, but only one Union representative will be allowed for the entire group.

c. Time Limits. Failure to comply with the time limits specified in this procedure may be cause to deny a grievance filed hereunder unless the prescribed time limits are extended by mutual agreement of the Employer and the employee, or the Employer and the Union representative where the employee is represented by the Union. such denial must be coordinated and approved by the Civilian Personnel Office. The only management officials who are authorized to grant extensions are as follows: The civilian personnel Officer, the Chief, Labor and Employee Management Relations Section, or the Labor Relations Officer. The only Union officials who are authorized to grant extensions are as follows: The Union President, the Executive Vice president, the 1st Vice President, or the Chief Steward in the event all of the previously named Union officials are absent.

d. Contents of Grievance. Every grievance filed under this procedure must contain the following:

(1) The name(s) of the grieving employee(s) or a statement that the grievance is filed on behalf of the Union.

(2) The nature of or incident causing the grievance and the specific contractual provision in question, if any.

(3) If an employee grievance, the employee must sign the grievance at the first step and provide a statement as to how the employee is personally affected and the personal relief requested.

(4) At step two (2) of the employee grievance, the employee and/or his/her designated representative must sign the grievance.

e. Group Grievances. A group of employees may submit a joint grievance provided that all employees are in the unit and that the issues in the grievance and the remedy sought are identical for all. All employees joining in the grievance must sign the grievance when it is submitted in writing. A group grievance is processed in the name of one employee designated by the others to act for them. If the group of employees does not designate an individual to act for them, the grievance will be processed in the name of, and communications will be addressed to, the employee whose surname is first on an alphabetical list of the employees. Both Parties agree that separate but identical grievances submitted by two or more employees in the unit should be processed as a group grievance. The Union will be notified when the Employer proposes to combine grievances. The Union's views will be reviewed and considered prior to the final determination as to the combination of the grievances. An employee may withdraw from a group grievance in writing at any time before a decision is rendered; however, he/she may not then initiate the same or a substantially similar grievance under this article. A copy of any decision rendered on a group grievance will be given to each grievant and will apply to the entire group.

12-6. Employee Grievance Supervisors and employees are strongly encouraged to settle complaints and potential grievances at the lowest level possible. Employee Relation Specialists and Union representatives will strive to negotiate settlement of such complaints and potential grievances before elevating them to the grievance process described below. The complaint or potential grievance must be discussed with the immediate supervisor before going to the grievance process. In the event settlement can't be negotiated, grievances initiated under this agreement will be processed in accordance with the following steps:

Step 1. The grievance must be presented to an appropriate representative of the Employer within 15 workdays after the event upon which the grievance is based, or after the employee first became aware of the event. It will be presented in writing to the 2nd-level supervisor. The employee must signify that he/she is presenting the matter as a grievance. A supervisor appropriately presented with a grievance will discuss it with the grievant, with a union representative if the grievant is a member of the bargaining unit, with the next level supervisor, with the servicing Personnel Management Specialist; and with anyone else he/she believes may have relevant and useful information. Within 10 workdays after the grievance is presented, the supervisor will give the grievant a written decision on the matter. If the 2nd level supervisor is unable to grant the remedy sought or overturn the decision, the 2nd level supervisor will immediately refer the grievance to the appropriate management official. The step 1 decision must be issued to the grievant by the appropriate management official within 10 workdays after receipt of the step 1 grievance. In either case, a copy of the decision will be provided to the grievant' a immediate supervisor for record keeping purposes. A copy of the grievance and decision will also be sent to the civilian Personnel Office and the Union.

Step 2. If the grievant is not satisfied with the decision in Step 1 and wants the matter considered further, he/she must submit a written request for reconsideration to the 12th Support Group Commander (Attn: Civilian Personnel) within 10 workdays after his/her receipt of the Step 1 decision. The request must include a written statement as to his/her reasons for finding the Step 1 decision unacceptable. The civilian Personnel Officer will forward the grievance and request for reconsideration to the 12th Support Group Commander or his designee within 10 workdays of receipt of the request. The Commander or his representative will render a decision within 20 workdays train the date Civilian Personnel receives the grievance and request for reconsideration. The Commander' decision will be final unless the Union requests arbitration according to paragraph 12—B.

12-7. Employer and Union Grievance Procedures. Grievances initiated under these negotiated procedures by the Employer or the Union will be processed with the following steps:

Step 1. A Union or Employer grievance must be initiated within 10 workdays after the event upon which the grievance is based, or after the grieving party first became aware of the event. A Union or Employer grievance may be initiated orally or in writing by the President of the Union or the Civilian Personnel Officer, respectively, and will be directed to the other of the two. An oral grievance must be reduced to writing at the request of the recipient. Whether presented orally or in writing, the grievance must specify the incident (a) upon which it is based, the particular issue(s) involved, and the requested remedy. A reasonable amount of official time will be allowed by the Union President or his/her designated representative for, preparation of a Union grievance.

Step 2. The Parties, the Civilian Personnel Officer or his/her designee, and the President of the Union or his/her designee, will meet as needed during the 20 workdays after the initial presentation of the grievance and arrange to secure any information needed in the case. During this time they will also make every reasonable effort to clarify and resolve the issues involved. Summaries of the discussions will be prepared by the Employer's representative and a copy given to the Union's representative. If agreement is reached, a memorandum of understanding and agreement will be

prepared and signed by the Parties or their designees. A reasonable amount of official time will be allowed by the Union President of his/her designated representative -

Step 3. If agreement is not reached in Step 2 above, the Parties or their designees will prepare and sign a joint statement specifying any areas of agreement reached as well as the unresolved issues. The grievance, if presented in writing, the summaries of discussion, the statement of unresolved issues, and other pertinent documents, will be forwarded to the 12th Support Group Commander for review. The 12th Support Group Commander will review the grievance file and make any needed inquiries. In the case of an Employer initiated grievance, the 12th Support Group Commander will either withdraw the grievance or submit it to arbitration and so inform the Union in writing within 15 work days after the case was submitted to him/her. If the grievance was initiated by the Union, the 12th Support Group Commander will render a decision on the issues within 20 work days after the case was submitted to him/her and so inform the Union in writing. If the Union is not satisfied with the decision, the Union may request arbitration of the unresolved issues by filing a written request with the Civilian personnel Office. If the Union does not request arbitration within 20 work days after its receipt of the 12th Support Group Commander's decision, that decision will then be final. A reasonable amount of official time will be allowed by the Union President or his/her designated representative.

#### 12-8 Arbitration.

a. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance upon written request by either Party within 15 workdays after issuance of the Employer's final decision, shall be submitted to arbitration.

b. Within 10 workdays from the date of the request for arbitration, the Parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to act as arbitrators. The Parties shall meet within 10 workdays after the receipt of such List. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of 7 and will then repeat this procedure until one name is left. The remaining person shall be the duly selected arbitrator. The flip of a coin will determine who strikes first.

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

d. The Parties agree that the arbitrator's authority is limited to bearing and issuing decisions on matters, which are covered by the negotiated grievance procedure.

e. If the Parties fail to agree on a joint submission of the issue(s) to be arbitrated, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

f. The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Employer and the Union. Travel and per diem expenses of the arbitrator will be paid at no more than the maximum rate payable to government employees under Volume II of the Joint Travel Regulations.

g. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek, at a mutually satisfactory time arranged by the arbitrator. Employees in the unit who would otherwise be in a duty status at the time will be carried in duty status



while testifying in the arbitration hearing. Official time will be granted as indicated in Article 12 of this agreement.

h. The arbitrator will be requested to render his/her decision in writing to the Parties within 30 calendar days after the conclusion of the hearing, unless the Parties mutually agree to extend the time limit.

i. The arbitrator's award shall be binding on the Parties. However, either Party may file exceptions to an award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the Authority.

j. The Employer must either notify the Union and any employee grievant involved of the decision to implement the arbitrator's award or to file for an exception with the FLRA, within five (5) work days after receipt of the arbitrator's award. If the Union plans to file for an exception to the arbitrator's award, it must notify the Employer of that fact in writing within five (5) work days after its receipt of the award. Failure of either Party to give such timely notice of its intentions will constitute the Party's acceptance of the arbitrator's award. A copy of either Parties' exception to an arbitrator's award must be simultaneously filed with the other Party.

k. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

## ARTICLE 13

### HOURS AND TOURS OF DUTY

13-1. The Employer agrees that the regular basic workweek for unit employees will conform to the conditions specified below except for those employees assigned to an uncommon tour of duty established in accordance with applicable regulations and paragraph 13-2 of this article.

a. The basic workweek for full, time employees will consist of five 8-hour days, Monday through Friday.

b. The duty hours of each employee will be the same each basic workday; however, different employees may be assigned different duty hours to stagger arrival, departure, and lunch times.

c. The occurrence of holidays will not affect the designation of the basic workweek.

d. A lunch or other meal period will be scheduled during each 8-hour workday. When the scheduled lunch period is not on compensated duty time, the employee will be entirely free of the duties of his/her position and may leave his/her duty station if he/she prefers.

13-2. It is recognized that the Employer is authorized by law and regulation to establish uncommon tours of duty as necessary to effectively and efficiently accomplish its mission. For the purposes of this agreement, an uncommon tour of duty is any 40-hour tour of duty that includes Saturday or Sunday, that involves different duty hours on different days of the week, or that involves duty hours between 1800 and 0600 hours.

a. An uncommon tour of duty will be established only when the Civilian Personnel Office determines that it is justified by mission requirements, operational efficiency, or educational purposes and approves it in writing.

b. Days off on uncommon tours of duty will normally be consecutive. Exceptions will comply with applicable laws and regulations.

c. Upon request, arrangements will be made for Union officials to be briefed on the details of and reasons for any proposed or established uncommon tour of duty. The views and comments of the Union officials will be considered in determining whether there is adequate and proper justification for establishing or continuing the uncommon tour of duty involved.

13-3. A minimum of one week's notice will be given when an employee is to be assigned to a different tour of duty. However, commanders may shorten the notice period in emergency situations such as described in 5 CFR 610.121. Changes in employees' shift assignments will be kept to a minimum in order to avoid imposing undue hardship on the employees involved. Assignments to the uncommon tour of duty will be accomplished, fairly. A seniority rotational system will be established to insure employees are given the opportunity to participate in uncommon tour of duty assignments on an equitable basis. Assignments will be determined by management based on required skills, capabilities of employees, or other workload requirements. All employees meeting required qualifications will be given the opportunity to volunteer. Volunteers will be given first consideration. If insufficient volunteers are available, assignment of qualified employees will be based on a reverse seniority basis. Impairment of health, religious obligations or practices and hardship will be considered and weighed against operational needs. Management reserves the right to make the final decision on uncommon tours of duty assignments based on the above consideration(s).

13-4. The Employer will allow a reasonable amount of duty time consistent with the nature of the work performed for employees to clean up and store their tools or equipment at the end of each shift. Short rest periods not exceeding 15 minutes during each four hours of continuous work may be allowed in accordance with regulatory criteria. Rest periods will not be continuations of lunch periods and will not be granted immediately prior to quitting time.

## ARTICLE 14

### LEAVE

14-1. The Employer and the Union agree that in granting leave consideration must be given to the needs of the Air Force as well as the needs and desires of its employees. They agree that employees must follow prescribed procedures in requesting and taking leave, and the Employer's representative must adhere to prescribed policies and procedures in acting on leave requests. They also agree to emphasize to employees that it is in the employees' own best interests to build up and maintain a reserve of annual leave and to use sick leave for appropriate purposes only.

14-2. During January of each year, employees will be requested to turn in a tentative annual leave schedule for the calendar year. The schedules will be reviewed and the employees consulted, as needed, to ensure that all employees are given an opportunity for a reasonable vacation and to use any leave they would otherwise forfeit at the end of the leave year. Supervisors will tentatively approve/disapprove employees' annual leave schedules by the end of February of each year. During the year, employees must request their Supervisor's approval of each specific period of annual leave that can be planned in advance of the absence. Such requests, whether for short or long periods, will normally be approved if, in the supervisor's opinion, the workload and the available work force will allow it. If previously approved annual leave must be cancelled, the employee will be informed of the reasons in full and, on request, his/her leave will be rescheduled at a mutually agreeable time.

14-3. It is agreed that sick leave for prearranged medical appointments will normally be scheduled in advance. In case of illness or emergencies that cannot be foreseen, the following procedures apply in requesting sick or annual leave.

a. The employee will personally telephone the supervisor or the designated alternate if it is practicable to do so. Otherwise the employee will have someone call as specified below.

b. The employee will call as early as practicable within two hours after he/she is scheduled to report for duty. Employees who occupy positions providing security, utilities or safety services may be required to request unscheduled sick or emergency leave as much as two hours before their shift begins.

c. If the immediate supervisor or his/her alternate is temporarily unavailable, a telephone number should be left for the supervisor to return the call. If the supervisor is not on duty, leave will be requested from the person designated to act in the supervisor's place.

d. The employee or the person calling for the employee will specify the type of leave requested and will explain the condition or circumstances that brought about the telephone request for leave.

e. If leave is properly requested as outlined above, the employee will be informed whether the leave is approved, or else arrangements will be made to call the employee back within a short time giving a decision on the request.

14-4. As far as practicable, employees will be allowed time off to observe religious holidays. They may be granted annual leave or leave without pay for this purpose or, if circumstances permit, work schedules may be rearranged to provide substitute work time for the employee.

14-5. Sick leave of more than three consecutive workdays must normally be supported by a medical certificate. If the employee was not attended by a physician, the employee's written statement giving the nature of his/her incapacity and the reason a medical certificate was not obtained will be considered and may be accepted by his/her supervisor in lieu of the medical certificate. In cases of extended illness, medical certificates may be required periodically if necessary to establish the employee's continued incapacity to return to duty.

14-6. When there is evidence that an employee is abusing the use of sick leave, the problem will be discussed with him/her. If the evidence of abuse continues, the supervisor may require the employee to submit a medical certificate to support any request for sick leave. Such a requirement may be imposed only by advance written notice to the employee. It may not be issued for more than a six-month period; however, a new notice may be issued if, after reviewing the employee's sick leave record during the notice period, there is still evidence of abuse and the continued abuse is discussed with the employee.

14-7. Employees who request release from duty because of injury will normally be referred to the Base Clinic for interview by the duty nurse or a physician before leaving the base. Such an interview may also be required if an employee requests release from duty because of illness. Employees released from duty and placed on sick leave will not be required to furnish a medical certificate to cover the remainder of that day.

14-8. Requests for advance sick leave of from five (5) to 30 days will be considered for approval in accordance with applicable regulations. Such requests must be initiated by the employee in writing, through supervisory channels in accordance with Wing Supplement 1 to AFR 40—630. The request must specify the number of hours requested and indicate that the employee intends to return to duty upon recovery. The request must be accompanied by a medical certificate indicating the approximate length of time the employee will be unable to work and that he/she should be able to perform the duties of his/her position upon return to duty.

14-9. The Employer agrees that individual or group sick leave records will not be posted publicly and that sick leave statistics will not be displayed publicly for the purpose of any competition that would discourage the proper use of sick leave.

14-10. Employee officials of the Union may be granted leave without pay in accordance with applicable Air Force and OPM regulations to serve with the Union. They will be granted appropriate benefits and will be returned to duty status in the position they are entitled to in accordance with applicable regulations.

14-11. Appropriate leave may be granted in accordance with applicable regulations for employees to continue their formal education or to register and vote. Court leave without loss of pay or charge to annual leave may be granted in accordance with applicable regulations to perform jury duty in a Federal, State or Municipal Court or to serve as a witness for the United States. When the employee returns to duty, he/she will bring the court certificate showing the

14-12. It is agreed that any absence from duty for which leave is not requested and approved, as required by regulation and this agreement, is unauthorized and will normally be reported as absent without leave (AWOL). AWOL may also be charged for repeated instances of tardiness or leaving work early. An employee does not receive pay for periods of AWOL and appropriate disciplinary action may be taken. Leave abuse is a subject of primary importance to both management and labor.

## ARTICLE 15

### HOLIDAYS

15-1. Employees in the unit shall be entitled to holiday benefits as authorized by applicable regulations. These benefits may consist of being excused from duty on the holiday without charge to leave or being paid at holiday compensation rates, if work is required on the holiday. If the holiday falls on a non-work day, employees shall be entitled to appropriate holiday benefits for the day designated under applicable regulations as the day to be observed as the holiday.

15-2. Legal holidays include the following:

\*New Year's Day - January 1st

Martin Luther King Day - 3rd Monday in January

Washington's Birthday - 3rd Monday in February

Memorial Day - Last Monday in May

\*Independence Day - July 4th

Labor Day - 1st Monday in September

Columbus Day - 2nd Monday in October

\*Veterans Day - November 11th

Thanksgiving - 4th Thursday in November

\*Christmas - December 25th

\*Observed on the nearest workday if the actual holiday falls on the weekend.

15-3. If management determines that holiday work will be required, the supervisor of the organizational segment responsible for the work will make, assignments fairly. A seniority rotational system will be established to insure employees are given the opportunity to participate in holiday work assignments on an equitable basis. Assignments will be determinate by management based on required skills, capabilities of employees, or other work load requirements. All employees meeting required qualifications will be given the opportunity to volunteer. Volunteers will be given first consideration. If insufficient volunteers are available, assignment of qualified employees will be based on reverse seniority basis. Impairment of health, religious obligations or practices and hardships will be considered and weighed against operational needs. Management reserves the right to make the final decision on holiday assignments based on the above consideration(s).

## ARTICLE 16

### OVERTIME

16-1. It is agreed that management has the exclusive prerogative to determine when overtime work will be required, what overtime work must be performed, what work methods and means will be used, what skills and abilities will be needed, and how many employees will be required.

16-2. It is also agreed that the Employer has the right and authority to select and require employees to perform overtime work; however, an employee will not be required to work overtime if his/her supervisor finds that the additional work would impair his/her health or cause him/her extreme hardship. An employee's failure, without acceptable justification, to report for and work overtime as scheduled may subject him/her to disciplinary action.

16-3. The authorization, approval, and assignment of overtime work and the payment or granting of compensatory time off for overtime work will be accomplished in accordance with applicable regulations. The selection of employees to work overtime will be made according to the following provisions except when emergency requirements dictate other considerations.

a. The supervisor of the overtime work to be accomplished will make assignments fairly. A seniority rotational system will be established to insure employees are given the opportunity to participate in overtime work assignments on an equitable basis. Assignments will be determined by management based on required skills, capabilities of employees, or other work-load requirements. All employees meeting required qualifications will be given the opportunity to volunteer. Volunteers will be given first consideration. If insufficient volunteers are available, assignment of qualified employees will be based on reverse seniority basis. When directed, the employee may not reject overtime. Impairment of health, religious obligations or practices and hardships will be considered and weighed against operational needs. Management reserves the right to make the final decision on overtime assignments based on the above consideration(s). -

b. In assigning overtime to General Schedule employees when funding restrictions do not permit paid overtime, a supervisor may give first choice for overtime work to qualified employees in the unit or section who will take compensatory time in lieu of payment.

16-4. The Employer agrees that the determination that overtime work will be needed should be made as far in advance as practicable and that employees selected to work overtime should be notified as far in advance as practicable, normally within 48 hours before the overtime work is scheduled to begin.

16-5. Employees who work overtime may be allowed a short rest period, not exceeding ten minutes during each four hours of continuing work, when the supervisor believes the break will be of benefit to the service in accordance with the criteria in applicable Agency regulations.

16-6. An employee is considered as having performed at least two hours overtime duty if he/she is called back to work overtime outside of and not continuous with his/her normal tour of duty, regardless of whether he/she is required to work the entire two hours or not. An employee called back for overtime work described in the preceding sentence shall be promptly excused at the end of the period for which he/she is entitled to overtime pay or compensatory time off. An employee is entitled to a minimum of two hours overtime each time he/she is called back to duty even though he/she is called back more than once in the same two-hour period.

16-7. Both the Employer and Union encourage the use of compensatory time off in place of paid overtime when practicable.



## ARTICLE 17

### EMPLOYEE PERSONNEL RECORDS

17-1. It is understood and agreed that the Employer is responsible for maintaining employees' official personnel records in accordance with applicable regulations. It is further agreed that employees are responsible for submitting appropriate documents and information to their supervisor and to the Civilian Personnel Office in order for their personnel records to be kept current and complete.

17-2. Official Personnel Folder (OPF). The Employer agrees that:

a. An employee will be given a copy of each document placed in his/her OPT that applicable regulations prescribe.

b. Access to an employee's OPT will be restricted to those persons authorized such access under applicable regulations.

c. An employee's OPT will be disclosed to the employee or his/her representative, designated in writing upon the oral or written request of the employee. It is understood that certain items specified in applicable regulations, such as test materials, investigative reports, and medical records, may not be disclosed.

d. ---An employee will be allowed a reasonable amount of duty time as determined appropriate by the Civilian Personnel Office to review his/her OPT.

e. An employee designated in writing as the personal representative of another employee in a formal grievance or appeal proceeding will, on request of the employee represented, be allowed a reasonable amount of duty time as determined appropriate by the Civilian Personnel Office to review the OPF of the employee represented.

f. Derogatory material which might reflect unfavorably upon an employee's character or adversely affect one's government career will not be placed in his/her OPT or other official personnel records without the employee's knowledge unless, so authorized by law or regulations of higher headquarters.

17-3. Supervisor's Employee Brief. AF Form 971. The Employer agrees that:

a. An employee -may, upon request and at a time convenient with his/her supervisor, review and discuss with the supervisor entries on the AT Form 971, and attachments to it. It is agreed that an employee may be asked to initial entries on his/her AT Form 971 or on attachments to it to signify that he/she has read and understood such entry. Such initialing does not indicate that the employee agrees with the content of the entry.

b. Access to an employee's AT Form 971 and attachments to it will be limited to the employee, to authorize clerical personnel, designated Union representative, and to persons with an official need to know.

c. Letters of caution or warning filed with the AT Form 971 will be removed and disposed of in accordance with applicable regulations. The AT Form 971 will be reviewed on a regular basis to determine the appropriate retention of valid entries.

d. Derogatory material which might reflect unfavorably upon an employee's character or adversely affect one's government career will not be placed in his/her AT Form 971 without the employee's knowledge.'

## ARTICLE 18

### DETAILS AND ASSIGNMENTS

18-1. Details are defined in, and will be accomplished and documented in accordance with FPM Chapter 300. They are official personnel actions by which an employee receives credit for experience and training while he/she is assigned away from his/her official position, but receives the salary attached to his/her official position. When properly used, details contribute to efficiency, economy, and the integrity of organization and manpower assignment.

18-2. Prior approval from the CPO is required before a detail may be scheduled or extended beyond 120 days in length. In unusual situations where it may be necessary to detail an employee to a position or to duties in which he/she has had little or no previous experience, the employee will be given appropriate orientation and instruction in the duties and responsibilities to be performed.

18-3. It is agreed that qualifications and abilities must be primary considerations in selecting employees for details. However, in case of similar qualification and abilities seniority will be considered from among the qualified employees available. To assure fair and impartial treatment of all employees, such benefits as enhanced qualifications or improved promotional possibilities must be considered as well as any disadvantages of the detail.

18-4. The Parties recognize that the cleanliness of work areas is a matter of concern for all supervisors and employees, and they agree to cooperate in establishing and maintaining practices of cleanliness and good housekeeping. The Employer agrees that work assignments should be as closely related to the regular duties of the employee's position and to the employee's abilities and qualifications, as operating needs will allow. The Employer also agrees that except for cleanup work in and around their immediate work areas, skilled employees should not be assigned janitorial work as a continuing incidental duty. The Parties agree that if a dispute arises concerning the assignment of duties, the Employer will give every reasonable consideration to the views and recommendations of the Union on the matter.

## ARTICLES 19

### PROMOTIONS

19-1. It is agreed that employees in the unit will be considered for promotion, temporary or permanent, in accordance with the provisions outlined in applicable regulations and policies of the OPM, HQ USAF, and HQ AETC. Promotions will, be based solely on job-related criteria according to legitimate position requirements. Selections will be made without discrimination for any non-merit reason and without favoritism based on personal relationships or patronage. Interviews are a good management tool and may be considered in the selection process.

19-2. Competing candidates will be located through the use of the Promotions and Placement Referral System (PPRS) and/or vacancy announcement. Supervisors may select any candidate referred. Any entitlements to PCS costs must be according to Joint Travel Regulations (JTR). The cost involved in moving an employee from a different geographic area is weighed in relation to his or her qualifications and the relative qualifications of available candidates from within the commuting area. When a vacancy announcement is issued inviting employees to apply for a specific promotion register, the announcement will contain a brief summary of the duties of and qualifications required for the position, including any special skills needed. Vacancy announcements will be published in the Randolph Bulletin and/or monthly Supervisor—Employee Bulletin and will normally remain open for 5- calendar days after date of publication.

## ARTICLE 20

### REDUCTION IN FORCE

20-1. For the purpose of this article, reduction in force (RIF) is defined in Supplement 351-1 of the Federal Personnel Manual. RIFs will be accomplished in accordance with applicable Air Force and OPM regulations. The Employer and the Union agree to cooperate in assuring employees in the unit that their rights will be protected in case of RIF.

20-2. The Employer agrees to notify the Union at the earliest practicable date and prior to any public announcement by the Employer of a decision that a RIF adversely affecting employees in the unit will be necessary. The Union will be informed of the approximate number and types of positions to be affected initially, the reasons for the RIF, and the proposed effective date of the RIF. The Union will be given subsequent briefings as needed to keep them informed of significant changes and developments in the implementation of the RIF.

20-3. The Employer agrees to make every practicable effort to avoid or minimize the adverse impact of RIF on employees in the unit. Such advance planning efforts, to be accomplished in accordance with applicable regulations, may include restricting recruitment, using attrition to meet ceiling limitations, reassigning employees to continuing vacancies, and terminating temporary appointees. It is agreed that employees will be given no less than seven (7) calendar days in which to accept or reject offers of position change made under RIF regulations.

20-4. Eligible career and career-conditional employees who are separated by RIF will be placed on the local Reemployment Priority List in accordance with applicable regulations. This entitles them to be considered for all vacancies for which they qualify at Air Force activities in the San Antonio commuting area. It is recognized that such an employee's acceptance of a temporary appointment will not affect his/her right to be considered for a permanent appointment. The Employer agrees to cooperate with the San Antonio office of the Texas Employment Commission in arranging for counseling and retraining of eligible employees who are separated by reduction in force. It is understood that such retraining will not be at the Employer's expense.

20-5. An employee proposed for assignment to a lower grade position or for separation has a right to review all relevant records pertaining to the action and to see Air Force and OPM regulations pertaining to RIF. This includes the retention register for his/her competitive level and those for other positions for which he/she believes he/she is qualified, down to and including those in the same or equivalent grade as the position, if any, which constitutes the best offer. The Employer agrees to extend every reasonable and practicable assistance to employees in the exercise of the above mentioned rights, and to provide information about the RIF.

20-6. If, after the above review and a discussion with a member of the Civilian Personnel Office, an employee who has a specific notice of RIF believes that the provisions of the Air Force or OPM regulations have not been followed in his/her case, he/she may submit an appeal to the Merit Systems Protection Board. Such an appeal may be submitted no earlier than the day after the effective date of the action nor later than 30 calendar days after the effective date. The Civilian Personnel Office will provide more detailed / information about RIP appeals procedures upon request.

## ARTICLE 21

### TESTING

21-1. Testing and retesting of employees with written tests will be accomplished in accordance with the policies, regulations and- guidelines of the OPM and other higher headquarters. Those regulations and guidelines that are available in the Civilian Personnel Office will be made accessible for review by employees or designated Union representatives upon request and arrangement of an appointment.

21-2. When OPM standards require a written test for competitive appointments but permit the test to be waived for in-service placement actions, the test will not be used as a screening device. Written tests will not be used as the sole means of evaluating candidates for promotion. Tests will be used only as a part of the evaluation process with due weight given to other appropriate factors such as training, experience, performance appraisals and incentive awards.

21-3. When written tests are administered, the employees tested will be individually informed of the results they obtain on the tests they have taken. Employees tested or scheduled to be tested will, upon request and arrangement of an appointment at the Civilian Personnel Office, be provided with relevant and appropriate information about the test, the meaning and use of the scores, and courses or study programs that might assist the employee in his/her self-development.

21-4. The Employer agrees to brief officials or representatives designated by the Union on any particular test(s) administered to employees of the unit. Arrangements for such a briefing must be made in advance with the Civilian Personnel Office. The briefing will cover the nature and purpose of the test, interpretation and use of the test results, and the authority under which the testing is accomplished.

## ARTICLE 22

### TRAINING

22-1. The Employer and the Union agree that improvement of the work force through the systematic training and development of employees is essential to the accomplishments of mission objectives. They further agree to cooperate in the promotion of an effective program of employee training and development to meet the needs of the Air Force.

22-2. The Employer agrees to adhere to the following principles and practices in the implementation of the training program:

a. Employee skills, abilities, and knowledge needed to perform official duties, as well as organizational needs and objectives, will, be considered in determining training and development needs.

b. Employees will be selected for training on a fair and equitable basis.

c. Those employee skills, abilities, and knowledge acquired in the base training program will be utilized by the Employer to the maximum extent practicable.

d. Employee training and development activities completed in the base training program will be recorded on AP Form 971, in Official Personnel Folders, and elsewhere in accordance with applicable regulations. Such training records will be made available to employees at their request.

e. The selection of employees for training that is given primarily to prepare employees for advancement and that is required for promotion will be made under competitive procedures.

f. Training scheduled by the Employer and required for the performance of official duties will be accomplished on duty time and at Government expense in accordance with applicable regulations. self development activities are encouraged by the Union and the Employer. See applicable regulations f or the appropriate procedures.

g. If an employee is assigned to a position for which he/she has had little or no previous experience, he/she will be given a reasonable period of on—the-job training to assist him/her in acquiring the proficiency needed. If the employee is unable to do so, the employee will then be considered for another assignment at the same grade level, if there are any such vacancies for which he/she is qualified.

h. Interested employees will be provided information ~and counseling about skills shortages or lines of work in which openings exist or are expected to materialize, and about training, educational, and self—development programs and activities that might help them in their lines of work.

i. The Union will be informed as early as practicable after it is determined that significant technological, organizational, or mission changes will adversely affect employees in the unit. The Union will also be consulted on possible measures to minimize the impact of the changes. Under such circumstances every practicable effort will be made to minimize the impact of the changes by retraining affected employees in Air Force, Civil Service, or other training programs and placing them in positions where their services can be utilized effectively.

- 22-3. The Employer and the Union agree to encourage employees in the unit to do the following:
- a. Participate cooperatively in training and development activities designed to help them perform more effectively in current and future assignments.
  - b. Keep themselves informed of changes occurring in their fields, crafts, trades, professions, or occupations. Employer approved training, including seminars and workshops, will be paid for by the Employer.
  - c. Undertake self-development activities that will better qualify them for their work or profession.
  - d. Report to their supervisor or the Civilian Personnel Office, an appropriate, any training or development activities they complete on their own so the information will be available for consideration in the employee's behalf.
  - e. Utilize, as appropriate, and share with fellow employees to the maximum extent practicable the new skills and information they acquire in the base training program.



## ARTICLE 23

### POSITION DESCRIPTIONS AND CLASSIFICATION

23-1. It is agreed that the Employer is responsible for determining the duty assignments of each position and for the accuracy and adequacy of each position description. Position description/core document states the principal duties, responsibilities, and supervisory relationships of a position for the purpose of providing information necessary for its proper classification (title, series, grade and skill coding) and for establishing the basic qualification requirements for it. Minor or incidental duties are not significant to the classification of the position nor in determining the qualification requirements for it. There is no requirement to include minor or incidental duties in an employee's position description. Some position descriptions have as a duty the statement, Performs other related duties as assigned. When using this statement to assign minor or occasionally performed duties, management agrees not to assign unrelated duties that are unsafe or illegal.

23-2. The Employer agrees to notify the Union when any classification survey is initiated. If the Union requests an opportunity to discuss the concerns of employees in an organization where a classification survey is being initiated or in progress, the assigned classification specialist will meet with the designated Union representative, at the earliest practicable time, to discuss any areas of concern, operating officials will also be invited to participate in the meeting at the discretion of the Employer. If the Union requests a briefing on the outcome of the classification survey, the Employer will arrange for the classification specialist to review the changes made by the survey with the Union's representative after the survey has been completed.

23-3. The Employer agrees to provide the Union, on a monthly basis, a sanitized copy of the SF—52 Tracking Product, which reflects all bargaining unit position description review actions. When properly requested, the Union will be provided information related to the SF-52 Tracking Product.

23-4. It is agreed that an employee who believes his/her position description does not properly describe the duties and responsibilities of his/her position or who believes that his/her position is improperly classified should first discuss the matter with his/her supervisor. An appropriate representative of the Civilian Personnel Office may be invited to participate in the discussions or the employee may arrange an appointment to discuss the matter with GPO representative privately. Provided that an agreement as to the accuracy of the description cannot be resolved by meeting with the supervisor and/or representative of the Civilian Personnel Office, the employee may designate, in writing, a personal representative to be present during any subsequent informal discussions, it is understood and agreed that an employee is not entitled to have a personal representative present when the classification analyst conducts the site audit of the employee's position for classification purposes. It is also understood that the supervisor is normally not present when the site audit is conducted, it issues such as those referred to above are not resolved informally, the employee may file a grievance, as appropriate... A complaint that one's position description does not properly describe the duties and responsibilities of his/her position may only be submitted as a grievance under the negotiated grievance procedure. The classification of an employee's position to a particular grade, title, or series, or its assignment to the General Schedule or to the Coordinated Federal Wage Schedule may be appealed in accordance with AFR 40-512.

23-5. The Employer agrees to correct any position descriptions or the classification of any positions in the bargaining' unit found to be improper by the classification analyst during the proceedings described in paragraph 23-2 or 23-4 above. The Employer also agrees that whenever a new position description is processed, employees on that position will be furnished a copy of it as soon as practicable after it is officially approved.

## ARTICLE 24

### WADE GRADE SURVEYS

The Union will be given the opportunity to participate in locality wage grade surveys affecting employees in the unit as authorized by the lead agency designated by the DoD Wage Fixing Authority for the San Antonio wage area.

## ARTICLE 25

### EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE EMPLOYMENT

25-1. The Employer and the Union agree to cooperate in a positive and continuing effort to achieve equal employment opportunity based solely on merit and fitness for all employees in the unit. The Parties also agree to cooperate in continuing efforts to eliminate from all aspects of employment and Union activities any discrimination attitudes or practices related to protected groups under Equal Opportunity Laws. The qualification, evaluation, or selection of candidates will be made without regard to political, religious, or labor organization affiliation or non affiliation, marital status, race, color, sex, national origin, non disqualifying handicap condition, or age, and shall be based solely on job—related criteria in accordance with legitimate position requirements.

25-2. The Employer and the Union jointly endorse the objectives of the ‘program for the improved utilization of employees’ skills and abilities. The Employer agrees to make continuing efforts, in consultation with the Union, to increase the effectiveness of this program by such means as the identification of underutilized employees, the redesign of jobs to increase placement opportunities, and the use of counseling, training, and development activities to help employees improve their qualifications.

25-3. The Union agrees to inform the Employer promptly of any equal employment opportunity problems affecting employees in the unit that come to its attention. The Employer agrees to consult with the Union about methods it proposes for resolving equal employment opportunity problems that affect employees or groups of employees in the unit.

25-4. The Employer agrees:

- a. That the Union may designate one member to the EEO Advisory Committee.
- b. To notify the Union of the time and place of scheduled meetings. The member is on official time for attendance at these meetings.
- c. To provide training for EEO Advisory Committee members when practical and necessary.

## ARTICLE 26

### EMPLOYEE CONDUCT AND INDEBTEDNESS

26-1. It is agreed that employees are expected to comply with prescribed standards of conduct on the job and to avoid conduct off the job that will bring discredit on the Air Force or interfere with the effective performance of their official duties. Supervisors are expected to keep employees informed of the applicable standards of conduct and to call their employees' attention to the examples of misconduct covered by the Guide to Disciplinary Action attached to AFI 36-704.

26-2. The Parties agree to encourage employees to avoid excessive indebtedness and to pay their debts regularly. They further agree that an employee's failure without good reason to honor his/her just debts or to make and adhere to satisfactory arrangements with his/her creditors to settle a just debt may be proper cause for disciplinary action. A just debt is one that is acknowledged by the employee as valid or one that has been reduced to a court judgment. It is also agreed that if a debt complaint is brought to an employee's attention, he/she will be allowed a reasonable time by his/her supervisor to secure information and advice as to the validity of the debt.

26-3. The parties agree that the Employer can neither serve as a collection agency for employee's debts nor determine the validity of those debts. The Employer agrees to require adherence to the procedures prescribed in applicable Air Force and Air Education and Training Command regulations for handling debt complaints.

## ARTICLE 27

### EMPLOYEE DISCIPLINE

27-1. The Employer and the Union agree to cooperate in an effort to minimize situations that require disciplinary action. They agree that one of the most important means of avoiding the necessity for disciplinary actions is by encouraging supervisors and employees to recognize and fulfill their respective responsibilities.

a. The Parties agree it is the right and responsibility of the Employer to take disciplinary action against an employee for just cause. The Employer agrees that disciplinary actions must be consistent with applicable laws, rules and regulations, that they must be fair and reasonable, and that their purpose must be corrective rather than punitive. The Parties agree that properly applied discipline benefits and protects all employees.

b. Non disciplinary counseling sessions conducted by supervisory or management officials with bargaining unit employees or entries in Air Force Forms 971 recording such counseling sessions are not considered discipline, but may be grieved in accordance with the terms of this agreement.

27-2. Before taking disciplinary action against an employee, management official(s) shall attempt to gather all available facts. Since this examination is considered an official matter, the employee, upon his/her request, may have a representative present during such meetings.

27-3. If a bargaining unit employee reasonably believes that the examination by a supervisor or management official will result in disciplinary action against the employee and the employee requests representation of a Union official, such examination shall not proceed until a Union representative is present.

27-4. Interviews, inquiries, and counseling for disciplinary matters shall normally be conducted in private and in such a manner as to minimize any personal embarrassment to the affected employee. An employee may respond orally or in writing to a proposed disciplinary action. The employee will normally be given a minimum of ten (10) calendar days to give his/her answer to the proposed action. This does not apply, however, to the crime provision in accordance with APR 40-750. Management will grant the Union representative official time to assist the employee in the preparation of his/her response and will normally grant this request as promptly as the workload will allow. If requested in writing, an employee may be granted an extension. The request should include the amount of additional time and the reason(s) for the extension. Notices of final decision will advise employees of their right to grieve or appeal the action as appropriate. The decision is based on the charge(s) in the Notice of Proposed Disciplinary Action and must take into account, the employee's answer, if any, to the proposed action.

27-5. Management should issue timely disciplinary decisions. The Employer will make an effort to keep the employee informed as to the status of such actions to alleviate the concerns of the employee.

27-6. It is agreed that letters of proposed disciplinary actions are not grievable. The action may be grieved upon issuance of the decision.

27-7. The notice of proposed action or notice of decision will be delivered to the employee in person at the work site, if the employee is in a duty status. If the employee is not in a duty status, the notice will be forwarded to the employee by first class, certified or registered mail.

27-8. The Employer agrees that any employee in the unit, whether a member of the Union or not, may bring to the attention of the Union any notice of proposed disciplinary or adverse action or notice of final decision.

27-9. An employee who has received a notice of proposed disciplinary action may obtain advice and assistance from the Union in preparation of his/her reply. In addition, the employee may be accompanied by a representative of his/her own choosing when making his/her oral reply to a proposed disciplinary action.

## ARTICLE 28

### HEALTH AND SAFETY

28-1. The Employer agrees to make every reasonable effort in accordance with applicable laws and regulations to provide and maintain safe and healthful working conditions for all employees in the unit, and the Union agrees to cooperate, as appropriate, in this effort. The Employer further agrees to consult with the Union, on request, about matters affecting the health and safety of employees in the unit.

28-2. The Employer recognizes its responsibility to make a reasonable effort to provide civilian employee health services in compliance with the standards and guidelines of the OPM and the Air Force. The Employer agrees to consult and cooperate with the Union in the identification and evaluation of health service needs of employees in the unit.

28-3. It is agreed that employees share in the responsibility for maintaining a safe and healthy work environment. In the interest of their own safety as well as that of others, they should be alert to unsafe and unhealthy practices, conditions, and equipment and should adhere to prescribed safety rules, procedures, and practices.

28-4. It is agreed that when an employee believes his/her work involves unsafe or unhealthy conditions beyond those normally required by his/her job he/she should report the matter to his/her supervisor and explain the nature of the risk he/she believes is involved. Except in an emergency, management will delay the alleged hazardous assignment while investigating and evaluating the situation and consulting with any appropriate parties. Management will take needed measures to minimize avoidable hazards and will promptly inform the employee of its decision as to whether, when, and how the questioned assignments are to be accomplished. The employee will then proceed as instructed. At the employee's request and at the earliest reasonable time, arrangements will be made for the employee to discuss the matter with the 2nd level supervisor, Ground Safety, Medical Squadron, Civil Engineering, Environmental, and/or the Civilian Personnel Offices. It is recognized that, while no supervisor should direct the performance of a task under unsafe conditions (except in emergencies or as a normal requirement of the job), the Employer retains the right to direct employees and to determine the methods, means and personnel by which such operations are to be conducted.

28-5. It is agreed that when work involves special hazards to employees' health and safety, the Employer will assure that employees who will be exposed to the hazard are given appropriate training concerning the hazard, proper work methods, and any protective measures or equipment to be used. The Employer agrees to make a reasonable effort to secure and provide protective clothing and safety devices required by the Office of Safety and Health Administration (OSHA) and/or applicable regulations. Safety shoes and protective eyewear, to include prescription glasses, if medically required, will be provided for personnel needing such items. The Union agrees to urge employees to use these safety measures regularly as intended and to take proper care of the equipment in their custody.

28-6. The parties recognize that temperature conditions in and around work areas can have a direct bearing on an employee's comfort, morale, health and safety. When extreme hot or cold conditions exist, the employer will take precautionary measures to reduce the risk to employees so exposed in accordance with applicable regulations.

28-7. The Employer agrees to allow one Union representative official time for preparing and attending the Quarterly Aerospace Safety Meeting. The Employer further agrees to allow two Union representatives official time for preparing and attending the bimonthly Unit Safety Meeting. Said Union representatives will be authorized as permanent members in these meetings.



## ARTICLE 29

### COMPENSATION FOR INJURIES

29-1. It is agreed that employees should promptly report to their supervisor any on-the-job injury and any illness or disease that may be job related so they can be referred to the Base Clinic, as appropriate, for examination and/or treatment. Report forms prescribed by AFR 40-810 must also be completed and submitted by the employee and the Employer to make a record of the case and to enable the employee to claim any benefits to which he/she is entitled.

29-2. It is recognized that the Office of Workers' Compensation, U.S. Department of Labor, determines the validity of claims for benefits based on the forms and reports submitted. These benefits may include payment for all necessary medical expenses, payment of compensation for most of the wages lost due to the disability, and/or loss of certain bodily members or functions.

29-3. The Employer agrees to make a reasonable effort to assure that employees are kept informed of the compensation benefits payable and the procedures for claiming them. Both Parties agree that it is management and the employee's joint responsibility to insure laws, rules and regulations regarding workers' compensation benefits are followed. Both Parties agree that employees should take the initiative to request from their supervisor any special information they may need about compensation benefits or procedures. The supervisor should refer them to the Civilian Personnel Office for any information he/she cannot provide.

29-4. The Employer agrees to notify the Union promptly of the death of any employee in the unit that results from an on-the-job injury or from occupational disease. The Employer also agrees to permit a unit employee and his/her designated representative to review documents relating to his/her claim for compensation which, the Office of Workers' Compensation has authorized the Civilian Personnel Office to make available.

## ARTICLE 30

### CIVIC AND COMMUNITY RESPONSIBILITIES

The Employer and the Union agree that employees in the unit should be provided the opportunity to participate in such civic projects as the combined Federal Campaign, the United States Savings Bond Program, the American Red Cross Blood Donor Program, and youth educational and recreational activities. The Parties agree that such participation is an employee's personal responsibility as a citizen of the community, that it must be solicited in accordance with applicable regulations, and that it must be kept on a voluntary basis.

## ARTICLE 31

### EMPLOYEE SERVICES

31-1. The Employer agrees to consult with the Union, on request, concerning the adequacy and assignment of on-base parking facilities. The Employer agrees to give reasonable consideration to providing a special parking space for employees who cannot walk or whose walking ability is severely impaired. The Employer agrees that if the Union leases or is otherwise provided on-base office facilities, reasonable consideration will be given to assigning the Union with a reserved parking space convenient to that facility.

31-2. The Employer agrees to provide individual counseling on retirement benefits and procedures for employees who are eligible for and considering retirement. The Employer also agrees to provide voluntary group retirement information briefings every other year for interested employees who will be eligible for optional retirement within three years.

31-3. The Employer agrees to inform employees of other base services available by such means as new employee orientation, bulletin board posting, the Randolph Bulletin and wingspread newspaper, employee newsletter, and, personal counseling. The Employer also agrees to consult with the Union, on request about services that are being provided or might be considered for employees in the unit.

## ARTICLE 32

### TRAVEL

32-1. To the maximum extent practicable, TDY travel will be scheduled during the regularly scheduled workweek of the employee. When an employee is required to travel during his/her non-duty hours but cannot be paid overtime or given compensatory time under applicable regulations, the official ordering the travel will record his/her reasons for ordering the travel at those hours and, upon request of the employee, will furnish the employee with a copy of his/her reasons.

32-2. Travel orders will normally be issued when an employee is required to perform temporary duty travel beyond the local commuting area. A reasonable effort will be made to issue them far enough in advance for the employee to obtain transportation requests, advance per diem and travel pay during normal duty hours. Information about arrangements available at the destination for quarters and local transportation will also normally be secured in advance and provided to the employee(s) involved.

32-3. Travel by aircraft may be required of an employee. Except when travel is precluded for medical reasons, employees may be required to perform necessary travel by regularly scheduled commercial' aircraft or military aircraft. When employees are required to travel by military aircraft, they will not be required to utilize other than transport-type aircraft normally used for passenger service except as authorized by the Joint Travel Regulations.

## ARTICLE 33

### UNFAIR LABOR PRACTICE (ULP) CHARGES

The Parties agree to attempt to resolve unfair labor practice-type disputes informally prior to filing a formal unfair labor practice charge with the FLRA. The Party with a complaint will describe the complaint fully in writing, and present it to the Base Labor Relations Officer or the Union President or other duly authorized office, as appropriate. The Party receiving the written complaint will be given 10 workdays to resolve the complaint. The Parties agree to meet with each other as often as necessary during the 10 days for the purpose of settling the dispute without filing a ULP with the FLRA.

## ARTICLE 34

### CONTRACTING OUT

34-1. Management agrees to notify the union when contracting out of bargaining unit employees positions is being considered and when the decision has been made to perform a cost comparison study under A-76. Upon request, the employer will make available to the Union a copy of the correspondence that identifies the cost study candidate.

34-2. Management agrees to consider any timely input from the Union as to how work and materials could be reorganized in a more efficient manner. The Union and bargaining unit employees, to the extent possible, will be encouraged to participate early in the contract study process to contribute ideas and information to design the most efficient and effective organization. Official participation in development of PWS is an assigned duty.

34-3. The Union will be provided with initial and updated cost comparison study milestones. Milestones will not be related to the feasibility study.

34-4. The employer agrees to take action to minimize the impact on affected employees when a function is contracted out.

34-5. Article 34 does not apply to any type of contracting out other than that done through use of OMB Circular A-76 procedures. Other types of contracting out that do not cause adverse action against one or more bargaining unit employees are purely retained management rights and are not appropriate subjects for discussion with the Union, unless management chooses to discuss them with the Union.

34-6. The Employer will annually notify its managers and supervisors of their responsibilities to advise the Civilian Personnel Office of proposed changes in working conditions of bargaining unit employees. The Employer has determined that the Labor Relations Officer or designee will actively pursue these issues and when notified, will ensure timely notification of the Union.

FROM: 12 MSS/DPC

SUBJECT: Changes to Randolph AFB Negotiated Agreement dated 30 August 1993

1. Change 1, dated 7 October 1996 to the Negotiated Agreement between Randolph Air Force Base, Texas and American Federation of Government Employees Local 1840 dated 30 August 1993 is attached. The approved changes are effective immediately. Please distribute this memo to supervisors of civilian employees and any other personnel who maintain copies of the union contract.

2. Please make the following changes to subject agreement:

a. Pen and ink changes:

<u>Page</u>	<u>Change</u>
4-7	Delete all of Article 6
9-10	Delete Article 9, Communications
38	Delete Article 34, Contracting Out

b. Page changes:

<u>Remove</u>	<u>Insert</u>
Pages 5 and 6	Replace with page 4a, 5, and 6, Article 6, Union Representatives and the Use of Official Time Add pages 9a and 9b, Article 9, Communications
Page 39	Replaces page 39, Article 34, Contracting Out

3. After the above changes have been posted, file this letter immediately behind the front cover of the agreement

4. If you have questions please call 12 MSS/DPCE at extension 7-5 153.

Civilian Personnel Officer

Attachments:

1. Article.6
2. Article 9
3. Article 34

## INTERIM AGREEMENT

It is agreed to add mediation to the negotiated agreement and comply with the timeframes negotiated therein. In the interim the following conditions will apply:

- a. Employees have 15 days to go to mediation or file a grievance
- b. If mediation does not resolve the complaint the employee has 10 calendar days to file a grievance accordance with the contract.

President AFGE Local 1840  
July 17, 1997

Labor Relations Officer  
15 July 1997