

ARTICLE 26

REDUCTION IN FORCE

SECTION 1. Reductions in force will be carried out in accordance with applicable Department of Air Force and Office of Personnel Management regulations and will be administered in a manner which will achieve the necessary reduction in personnel strength with a minimum disruption to the base and employees. Wherever possible, reduction in personnel will be accomplished through normal attrition. Employees affected by RIF actions will be placed in other vacant positions for which they are qualified in accordance with applicable regulations.

SECTION 2. When a reduction in force may result in the involuntary separation of any unit employees and it can be determined in advance, the Employer will notify the Union of the proposed reduction prior to issuing RIF notices unless the announcement is released by a higher echelon of command prior to notifying the employee.

SECTION 3. Prior to and during the reduction in force, all retirements will be voluntary. There will be no coercion, direct or indirect, intended to influence the employee's decision. The Civilian Personnel Flight will advise the employee of any prospective retirement rights.

ARTICLE 27

OFFICIAL PERSONNEL RECORDS

SECTION 1. Access to Official Personnel Folders will be limited to those individuals authorized access by higher authority.

SECTION 2. Upon request, an employee or representative (who has been designated by the employee in writing) may review the employee's Official Personnel Folder in the presence of a representative of the CCPO. This does not include employment vouchers or medical sensitive information.

SECTION 3. When a supervisor makes an entry on an automated AF Form 971, Supervisor's Record of Employee, that is definitely stated as a counseling session, oral admonishment or negative comments, the employee will be requested to initial and date that entry. The employee's initials do not necessarily indicate agreement with the entry, only recognition that the entry was made. If the employee refuses to initial, the supervisor will so annotate and at that time advise the employee of the entry.

SECTION 4. References to reprimands, oral admonishments, and counselings will be removed from AF Forms 971 two years after the date of the entry.

SECTION 5. Supervisors shall not use Memos of Record to support adverse or disciplinary actions relating to conduct or performance unless there is a corresponding entry in the automated AF Form 971 except as otherwise provided for by law or applicable regulation. This does not prohibit supervisors or employees from maintaining Memos of Record for their own personal records.

ARTICLE 28

ALCOHOLISM AND DRUG ABUSE

SECTION 1. The parties recognize alcoholism and drug abuse as illnesses which are treatable. It is also recognized that it is for the best interests of the parties that these illnesses be treated and controlled under the Drug Alcohol Abuse Program as specified in AFR 40-792 and other pertinent publications.

SECTION 2. The Employer will provide for referral of employees to a counselor for problems involving alcohol and drug abuse. The Employer will also provide for referral to resources outside Ellsworth Air Force Base for treatment and treatment follow-up. Any employee who participates in this program will be entitled to the rights and benefits of those who are sick in addition to the services, counseling, and assistance which the Drug and Alcohol Abuse Program provides.

SECTION 3. The Union will support the Employer's program on drug abuse, alcoholism, and human relations.

ARTICLE 29

WELLNESS, HEALTH, AND SMOKING

SECTION 1. The parties recognize that smoking or the use of other tobacco products is a potential health hazard.

a. The purpose of this Agreement is to ensure that in implementing and enforcing a policy on use of tobacco products that the rights of tobacco users and non-users are considered.

b. The goal of the Union and Management is to achieve tobacco free buildings. Education and fitness and wellness programs are to be emphasized and encouraged.

c. All bargaining unit employees are encouraged to participate in wellness and smoking cessation programs in an effort to cease or reduce their smoking habits.

SECTION 2. Management will make reasonable efforts to accommodate bargaining unit employees who use tobacco products.

a. In its effort to accommodate such employees, where practicable, management will provide a reasonable number of shelters at various locations on base. Management may modify or adapt existing shelters, such as picnic shelters, for the purpose of accommodating such bargaining unit employees. Such modified shelters will be adapted to reasonably protect employees from the environment, and may be used as multi-use facilities. These shelters may be used by Management to declare adjacent or nearby buildings or facilities as "smoke free." An express desire by bargaining unit employees to not have such shelters may also be used by Management to declare a building or facility as "smoke free". Management and the Union will work together to keep such shelters at a minimum. Additionally, there will be no requirement that Management build, construct, or otherwise make available a shelter for each and every bargaining unit employee who smokes tobacco. Bargaining unit employees may use tobacco products outdoors in any area not restricted against such use.

b. The Union and Management recognize the health risks resulting from use of tobacco products. In that regard, each party agrees to support the agency goal of a smoke free workplace and to discourage, in a positive manner, the use of other tobacco products. The use of spittoons, cans, and other containers, as well as water fountains and floors will not be used to deposit a user's expectorate.

c. Employees who use such shelters have the ultimate responsibility to ensure the shelters are maintained in a clean and safe manner. The privilege of using a shelter may be terminated either temporarily or permanently by Management if such shelters are not maintained in a reasonably clean and safe manner. Facility managers responsible for such shelters will oversee the clean and safe operation of these sites and may assign work details consisting of tobacco users who use the shelters to ensure a continuing safe and clean environment. Repeated violations of cleanliness or safety standards may result in closing such shelters.

ARTICLE 30

UNION ACTIVITIES

SECTION 1. It is agreed that internal Union business such as membership solicitation, membership meetings, collection of assessments or dues, circulation of authorization cards or petitions, solicitation of signatures on dues withholding authorization forms, distribution of literature, and internal campaign and election activities, will not be conducted within the regular working hours of the unit employees.

SECTION 2. Labor organization representatives may post or distribute Union literature. However, prior approval of the content, location, and methods of posting or distributing literature will be obtained from the Civilian Personnel Officer or designated representative. Such literature will be factual and will not contain propoganda against, nor attacks upon, any individual or agency of the Federal government.

SECTION 3. The Employer agrees to permit duly authorized officials of the American Federation of Government Employees to visit the installation for the conduct of Union business. Such business will not include activities prohibited by law or regulation. Generally, advance notification of at least two weeks of anticipated visit of any national representative(s) will be made to the Civilian Personnel Officer. Upon arrival, the Union will contact the Civilian Personnel Officer or designated representative in the Civilian Personnel Flight before conducting any Union business. While on the installation, all visitors are subject to the normal security and administrative requirements of the installation.

ARTICLE 31

UNFAIR LABOR PRACTICES

SECTION 1. All charges by the Union that an unfair labor practice has been committed will be filed with the Civilian Personnel Officer as the 28 SPTG Commander's representative. The charge will identify the work center and the person or persons who allegedly committed the act. A charge by the Employer will be delivered to the president of the local and contain the same type of information. A charge filed with either party will include a proposed remedy that corrects the initial act and a solution that will preclude future occurrences.

SECTION 2. In addition to the information required by Section 1, each charge will include the name of an individual selected to participate in a joint fact-finding inquiry. The individual selected will not be the steward or an employee of the work

center involved in a Union charge, nor the supervisor of the work center in an Employer charge. Concurrence of the supervisor of the selected individual is required and a reasonable amount of official duty time will be allowed as determined by the leader of the inquiry team. The inquiry team will consist of not more than three members including one Union representative, one Management representative, and one military member. The military member must be assigned from outside the squadron in which the charge was made. The inquiry team leader will be designated by the Commander and will be responsible for directing the fact-finding efforts and preparing a report of those findings.

SECTION 3. Following completion of the joint fact-finding inquiry, the Civilian Personnel Officer, or designee, will meet with the Union president or designated representative in an attempt to determine if an adjustment is feasible. The meeting must take place within the ten (10) day period following completion of the inquiry, or as a minimum, prior to the charging party filing a complaint with the FLRA.

ARTICLE 32

GENERAL PROVISIONS

SECTION 1. The Union agrees that it will not call or engage in a strike, work stoppage, or slowdown, picket the Employer in a labor-management dispute, or condone any such activity by failing to take affirmative action to prevent or stop it.

SECTION 2. The Union recognizes the need of the Employer to conduct various types of opinion, attitude, participation, cooperation, etc. employee survey or questionnaires, that are used or designed to determine the effectiveness, need, methods, etc. of various programs, general personnel policies, practices, procedures, and working conditions. Therefore, in order to expedite data accumulation, it is agreed that consultation/negotiation requirements are met by the Employer providing a copy of the survey/questionnaire to the Union for review.

SECTION 3. Employer agrees not to encourage employees to use "privately owned vehicles" to accomplish job requirements. If the Employer requires the employee to use a "privately owned vehicle" and the employee agrees, he/she will be paid comparable mileage as specified in JTR, Vol II, Part N, Chapter 4 (on a monthly basis). The employee will fill out mileage statements monthly or as required and forward them to their supervisor, who in turn will forward to appropriate agency for reimbursement.

SECTION 4. The Employer and Union agree to actively support efforts to conserve materials and supplies; improve the quality

of workmanship; encourage the submission of suggestions and cost reduction ideas; prevent accidents and strengthen and foster good relations among the employees, the Employer, and the local community.

SECTION 5. The Union agrees that it will actively support the Air Force Fraud, Waste, and Abuse Program and those policies, practices, or procedures that increase individual productivity and efficiency of the Federal service.

SECTION 6. Upon request management agrees to provide the Union with one copy of agreed upon AFR 40 series, including revisions and/or supplements. Further management agrees to bargain on the impact and implementation of revisions/supplements issued during the term of this contract which fall within the scope of management's duty to bargain.

ARTICLE 33

CONTRACTING OUT

SECTION 1. The Employer agrees to consult openly and fully with the Union regarding any review of a function for contracting out within the Bargaining Unit.

SECTION 2. As specified in appropriate directives the Union will be provided information regarding cost studies; the Invitation for Bid (IFB) or Request for Proposal (RFP); correspondence from Department of Labor regarding certification of a wage rate; the performance work statement; the "milestone" chart or similar documents setting forth the estimated dates for the contracting out process; all changes to the performance work statement; bidder questions and activity answers related to the performance work statement. The Union will be invited to all bid openings.

SECTION 3. The Employer shall notify the Union president of it's intention to solicit bids for contract work which could result in a reduction in force or transfer or abolition of functions affecting employees in the unit.

SECTION 4. The Union will be notified, and have an opportunity to be present, when persons interested in bidding on a contract will have contact with affected Bargaining Unit employees. The Union shall be given the opportunity to attend the "walk through" by prospective bidders of the function undergoing cost study and to attend any briefing held with affected unit employees.

ARTICLE 34

FIRE DEPARTMENT

SECTION 1. Management and the Union recognize that the Fire Department operations, training requirements, and work schedules are unique to their organizations.

SECTION 2. Civilian firefighters will conform to all policies and regulations which govern civilian fire department personnel.

SECTION 3. Exercises and drills will be scheduled in a most effective and efficient manner. However, both parties recognize and accept the fact that management retains the right to direct said training exercises and drills. If aircraft egress drills are scheduled after 2200 hours, Management will make every effort to have the egress exercise rescheduled to a more reasonable time.

SECTION 4. Upon request, the Employer agrees to provide the Union with the following information:

- a. Hours of work performed while on stand-by status.
- b. Types of work performed while on stand-by status.

SECTION 5. To promote good morale and accommodate employees, management may consider written requests from the employee to exchange Kelly days in the same pay period if submitted prior to the start of the pay period during which they wish to exchange Kelly days.

SECTION 6. AFR 92-1 should be considered when assigning extra duty.

ARTICLE 35

CHILD DEVELOPMENT CENTER

SECTION 1. The parties agree that civilian employees may use the Child Development Center facilities. If this causes undue strain on the facility, the Union will join management in an effort to resolve the problem.

ARTICLE 36

DURATION OF AGREEMENT

SECTION 1. This Agreement shall become effective and remain in effect for three (3) years from the date of approval by the Department of Defense (DoD). However, either party may give written notice to the other not earlier than 105 days and not later than 60 days prior to each anniversary date of their desire to supplement this Agreement. Supplements will be limited to changes in applicable laws and regulations from higher authority which could affect Bargaining Unit employees, including court decisions and decisions of the Federal Labor Relations Authority, the General Council, the Federal Mediation and Conciliation Service, and the Federal Service Impass Panel, when such changes are within the discretion of the Employer. Any supplements will remain in effect in accordance with the provisions of this Article.

SECTION 2. It is agreed that this Agreement will be automatically renewed for an additional three (3) years unless either party gives written notice to the other between 105 and 60 calendar days prior to the third anniversary of the party's desire to renegotiate the Agreement. Such notice must be promptly acknowledged by the other party. If either party indicates the desire to renegotiate, modify, or otherwise change the provisions of the Agreement, during the aforesaid period, negotiations will normally commence not later than the 40th day prior to the third anniversary of the date the Agreement was signed. If a new Agreement is not completed prior to the expiration of the current Agreement, the current Agreement will remain in effect until such time a new Agreement is reached.

SECTION 3. It is understood that this Agreement will terminate at any time it is determined that the local is no longer entitled to exclusive recognition under the law, or after such recognition has been relinquished.

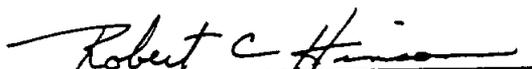
SECTION 4. In the event it is found that portions of this Agreement are unworkable or defective, the Agreement may be opened for modification, provided that any request for modification be submitted in writing to the other party during a period not more than one hundred and five (105) days nor less than sixty (60) days prior to the eighteen (18) month anniversary date of the signing of this Agreement. The written request shall be accomplished by a summary setting forth the basis for the Agreement for the purpose requested. A representative of each party will meet within a reasonable time (not to exceed 30 calendar days), by mutual consent, to open the Agreement and negotiate the matter. Agreement shall be evidenced by written

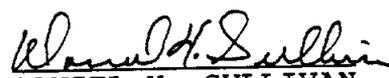
SECTION 5. It is understood that amendments or supplements of this Agreement may be necessary when required by law, rules, regulations, or policies issued by higher authority after the effective date of this Agreement. In this event, the parties will meet for the sole purpose of negotiating new language that will meet the requirements of such higher authority and no changes other than those required will be made.

SECTION 6. In order to expedite the approval of this Agreement, the parties agree that minor revisions or deletions may be made by higher headquarters in order to correct any regulatory or legal violations that it may contain.

FOR THE EMPLOYER

FOR THE UNION


ROBERT C. HINSON
Colonel, USAF
Commander


DANIEL H. SULLIVAN
President, AFGE
Local 2228

10 Jan 1995
(Date)

10 Jan. 1995
(Date)

APPROVED: No exception to Regulations are intended or included.

SIGNED: _____
JAN 31 1995

DATE: _____
JAN 31 1995

Approved by the Department of Defense on January 31, 1995, to be effective on January 31, 1995.