

**COLLECTIVE BARGAINING
AGREEMENT
BETWEEN
DAVIS-MONTHAN AFB, ARIZONA**



**AND
AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES
LOCAL 2924**

**THIS AGREEMENT SUPERSEDES ALL PREVIOUS
AGREEMENTS**



COLLECTIVE BARGAINING AGREEMENT
Between
DAVIS-MONTHAN AFB
And
AFGE LOCAL 2924

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PREAMBLE

Section 1. In accordance with Title VII, Public Law 95-454, the following articles constitute an agreement by and between Davis-Monthan Air Force Base, Tucson, Arizona, hereinafter referred as the "Employer", and American Federation of Government Employees (AFL-CIO) hereinafter referred to as the "Union", and collectively known as the "Parties."

Section 2. The Employer and the Union recognize that the public interest requires high standards of employee performance and the continued development and implementation of modern and progressive work practices to ensure efficient accomplishment of the operations of the Government. Therefore, effective collective bargaining is in the public interest. Consistent with this policy, bargaining unit employees, through the Union, are guaranteed its statutory right to negotiate the implementation of personnel policies and practices relate to conditions of employment through collective bargaining.

Section 3. The parties mutually recognize that the Congress of the United States has expressed public policy that labor organizations and collective bargaining in civil service are in public interest (Civil Service Reform Act of 1978 regarding Federal Labor Management Relations and 5 USC 71). The agreement represents the sum total of the terms and conditions, which the parties agree to abide for its duration.

Section 4. The participation of employees should be improved through the maintenance of constructive relationships between the Union and the Employer. There shall be no restraint, coercion or discrimination against any Union official.

The parties and employees shall be bound in the administration of all matters covered by this agreement and governed by existing and future laws.

ARTICLE 1

RECOGNITION AND UNIT DETERMINATION

Section 1 - Exclusive Recognition. Davis-Monthan Air Force Base, Tucson, Arizona, hereinafter referred to as the "Employer" recognizes the American Federation of Government Employees, AFL-CIO, Local 2924 hereinafter referred to as the "Union" as the exclusive representative in accordance with Title 5 U.S.C., Chapter 71 in the units defined in Section 2 below.

Management recognizes that participation of bargaining unit employees, through the union, contributes to the effective administration of the Air Force and the wellbeing of its bargaining unit employees. This requires that orderly and constructive relationships be maintained between the Union and management officials and that effective labor-management cooperation in the public service requires a clear statement of the respective rights and obligations of the parties.

Management agrees to make appropriate arrangements to secure badge and vehicle identification pass for off-base local, state or national AFGE officials.

Section 2 – Bargaining Unit: The Agreement is applicable to following categories of bargaining unit employees (temporary and term employees) included:

- a. All wage grade (blue collar) employees serviced by the Civilian Personnel Office, at Davis-Monthan Air Force Base, excluding supervisors and managerial executives.
- b. All General Schedule employees serviced by the Central Civilian Personnel Office, Davis-Monthan Air Force Base, including professional employees (to include medical) and excluding supervisors and managerial employees, confidential employees, and employees engaged in personnel work in other than a purely clerical capacity.

Section 3 – Employee Representation:

1. The Employer recognizes that, as the exclusive representative, the Union has the right and obligation to speak for and to bargain on behalf of the bargaining unit employees it represents. The Employer will not bypass the Union by entering into any formal discussions or agreements with bargaining unit employees concerning any matter affecting personnel policies, practices, or conditions of employment.
2. Management acknowledges that the Local President or designee is the only Union signatory which may bind the Union to any agreement. However, it is agreed that the Union President will appoint a designee to act their stead in the event that he or she will be absent for two or more consecutive work days.
3. The Union will be given the opportunity to be represented at all formal discussions concerning any grievance, personnel policies or practices affecting conditions of employment. This is not intended to include routine work assignments, nor does the

Union's attendance at such meeting remove any obligation on the part of the Employer to negotiate with the Union over such conditions of employment, as appropriate.

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ARTICLE 2

EMPLOYEES

Section 1 - Participation in Union. In accordance with 5 USC 7102 each employee has the right freely and without fear of penalty or reprisal to form, join, and assist any union or to refrain from any such activity. The right to assist the Union extends to participation in the management of the Union and to act for the Union in the capacity of a representative, including presentation of its views to officials of the Employer, the Executive Branch, the Congress, or other appropriate authority. Bargaining unit employees have the right to engage in collective bargaining with respect to conditions of employment through representatives of the Union.

Section 2 - Access to Union. A bargaining unit employee has the right to contact the union on issues of concern to them. There are a variety of situations where an employee is authorized duty time to seek union representation. Prior to seeking representation, the employee shall seek release from their supervisor or designee. When release is authorized, the employee will contact their steward or the union office. If an appointment is necessary, the employee must obtain release from the supervisor or designee.

Section 3 - Representation Rights and Weingarten Rights. In accordance with 5 USC 7114, employees have the right to Union representation when being examined by a representative of the agency in connection with an investigation if (1) the employee reasonably believes that the examination may result in disciplinary action against the employee, and (2) the employee requests representation. The Employer will delay the interview for a reasonable period of time to allow the employee to secure union representation.

Section 4 – Orientation. The Employer agrees to hold a new employee orientation once a quarter. The Union President or designee will be permitted to make a 10 minute presentation and distribute lawful literature to new employees. Employer will provide the Union President with the names and duty locations of new bargaining unit employees weekly.

Section 5 – Counseling. Instructions and discussions will be given in a reasonable and constructive manner that will avoid public embarrassment or ridicule whenever possible.

Section 6 - Warrants and Subpoenas. If an employee is to be served with a warrant or subpoena, it will be done as privately as possible (if practical under the circumstances.)

Section 7 - Personal Rights.

- a. Employees shall have the right to direct and/or fully pursue their private lives, personal welfare and personal beliefs without interference, coercion or discrimination by the employer so long as such activities are lawful and do not conflict with or impact on job responsibilities.
- b. Employees, individually and collectively, have the right to be treated with dignity and respect. No employee will be subjected to intimidation, coercion, harassment, or unreasonable work assignments as reprisal.

Section 8 - Whistleblower Protection Act. The Parties will abide by the provisions of the Whistleblower Protection Act (fraud, waste and abuse). Employees may call the Office of Special Counsel at [REDACTED] for further information.

Section 9 - Visiting the Civilian Personnel Office. Employees have the right to visit the Civilian Personnel Office during duty hours, after obtaining permission from the supervisor to leave the work center. Employees who are visiting the Civilian Personnel Office during non-duty time do not need advance permission.

Section 10 - Supervisor's Employee Work Folder (EWF). An employee will be given the opportunity to review their EWF (AF Form 971) upon request, and will be required to initial as having reviewed the file. An employee who initials that they reviewed their AF Form 971 does not signify concurrence with the contents of the file.

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ARTICLE 3

EMPLOYEE FACILITIES

Section 1 – Lockers and Shower Facilities.

1. The Employer agrees to continue to maintain current wall lockers and shower facilities for those positions that are currently authorized, as such, given the nature of their work. Employees occupying those positions are authorized to store personal items and/or Personal Protective Equipment, [PPE]. In addition, the employer agrees to comply with all applicable Occupational Safety and Health Administration (OSHA) and Air Force Occupational Safety and Health (AFOSH) standards for work performed at remote sites.
2. Management will not knowingly allow any employee to access another employee's assigned locker without the explicit consent of that employee. If management determines

that for security or other lawful reasons the employee's locker must be entered into, a union representative will be present at management's discretion.

Section 2 - Break Rooms. The Employer will provide and make available break room facilities. These will be as near to employee work sites as conditions will allow.

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ARTICLE 4 MANAGEMENT RIGHTS

Section 1. The parties will abide by the provisions of 5 USC 7106.

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ARTICLE 5 UNION RIGHTS

Section 1 – General. The Union recognizes its responsibility to represent the interest of all employees in the unit without discrimination as to race, color, religion, sex, age, national origin, marital status, or physical and mental handicap. However, the Union is not required to represent members in adverse actions before the Merit Systems Protection Board or the cases before the Equal Employment Opportunity Commission or any other avenue granted as an exception by appropriate authority.

Section 2 – Representation. The parties agree to abide by 5 USC 7114(a) (2) (A), as the exclusive representative of union employees, the union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees or their representatives concerning any grievance, or any personnel policy or practices or other general conditions of employment.

- a. The Union has the right to represent employees in grievance actions covered under this agreement when representation is requested by the employee.

- b. The Union has the right to be present when employees have chosen to represent themselves under the negotiated grievance procedure.

- c. It is agreed and understood that the union maintains all its statutory rights under 5 USC 71 in this article and all articles in this contract. This includes the Unions right to engage in Impact and Implementation (I&I) bargaining for any changes to all Air Force Instructions, MAJCOM, and AMARG written operating instructions, and policy letters that impact conditions of employment of bargaining unit employees.
- d. The Employer shall not restrain, interfere with, or coerce representatives of the union in the exercise of their rights under 5 USC 71 and under this agreement.
- e. Consistent with 5 USC 71, the Employer will not communicate directly with the employees regarding conditions of employment in a manner which will improperly bypass the union under law.
- f. Management agrees to provide the union with 15 calendar day's notice of proposed changes in conditions of employment unless management declares an exigency of business or other exigency. The union has the right to request consultation/bargaining prior to the expiration of the notification period.
- g. Nothing in this section shall preclude the parties from negotiating in accordance with applicable laws as per 5 USC Section 7106(b) (1), (2), and (3).

Section 3 – Employee Information and Listings.

- a. Management will provide the Union quarterly, a list of all bargaining unit employees serviced by the Davis-Monthan AFB Civilian Personnel Section. This list will be in an electronic format usable by both parties and will include the name, classification series, grade, organization and duty phone number.
- b. Management will provide the Union a monthly list of names, classification series, grade, organization and duty phone number of all bargaining unit employees who were newly appointed or separated during the preceding month. This list will be in an electronic format usable by both parties.

Section 4 – Base Telephone Directory. The base telephone directory will contain the name, building number/address, telephone number(s) of the Union office, at the time of publication. Management will provide 5 copies to the Union.

Section 5 – Publications. Management will continue to provide access to the LAN system in the Union office.

Section 6 – Written Surveys and Questionnaires.

- a. If the employer elects to distribute base-wide written surveys to bargaining unit employees affecting conditions of employment or questionnaires developed locally, the Employer will notify the union in advance.

- b. When higher headquarters or outside agencies such as OPM or MSPB distribute surveys, the Employer, in their discretion, will notify the union and provide whatever information the employer has on the survey.
- c. No survey will be conducted in such a manner as to be an attempt to negotiate with employees concerning matters that are properly negotiable. Employees are encouraged to participate in employer surveys and questionnaires. Exceptions apply to mandatory surveys and questionnaires.

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ARTICLE 6 **UNION REPRESENTATION AND OFFICIAL TIME**

Section 1.

- a. The Agency agrees to recognize AFGE Local, District, National and other representatives who have been properly designated in writing.
- b. The parties recognize the use of official time by employee representatives in the conduct of labor-management business contributes to the effective and efficient conduct of public business by facilitating and encouraging the amicable settlement of disputes between employees and their employers involving conditions of employment.

Section 2. Union Stewards and Officers will be recognized by the Agency upon written notification by the Union to the Civilian Personnel Section.

Section 3.

- a. The Agency agrees to allow Union Officials excluding the Union President (see Section 8 of this article) a reasonable amount of official time for performing representational duties as defined in the Federal Service Labor-Management Relations Statute. A reasonable amount of time shall be the time it takes a reasonable and prudent Union Official to accomplish the task for which the time is requested. The circumstances of the particular case and the ability of the individual requesting the time will be considered.
- b. Official Time will be permitted for travel on the installation and to and from the Union office to accomplish representational activity. For private meetings and absent extraordinary circumstances Union officials agree to meet with the affected bargaining unit employee(s) at the closest Union office or other location closest to the employee's work site.

Section 4. Both parties acknowledge that it is the Agency's responsibility to determine what constitutes a reasonable amount of time. In order for the Agency to make a fair and timely determination the party making a request for official time must state a specific purpose in support of the request for official time. Submitted requests must include information supporting the reasonableness of the amount of official time requested as well as sufficient information whereby the Agency can determine whether or not official time for the requested purpose is justified. If the supervisor is unable to determine for what purpose the official time is going to be used, the requestor will contact the Labor Relations Officer or AMARG Labor Management Liaison to clarify the request. Due to mission requirements, requests for official time must be submitted as soon as possible. Requests submitted on the same day for which official time is requested or within 24 hours of the time for which official time is needed may be postponed due to mission requirements. The parties understand official time disputes have the potential to be resolved by outside third parties (i.e. FLRA appeals or Arbitrations pursuant to the Negotiated Grievance Procedure).

Section 5.

- a. The Union agrees to recognize the Agency's obligation to assure official time allowed for such duties are accounted for properly. The Union also recognizes Management's right to assure Employees are present for work and performing assigned duties unless otherwise authorized.
- b. Whenever electronic means are available, requests for official time will be completed electronically and submitted to the Agency through the immediate supervisor using the "Union/Employee Official Time Permit." If electronic means are unavailable handwritten requests will be accepted. Union representatives will obtain permission to use official time from the Agency through the supervisor before leaving their assigned duty station. Official time requests will include the proposed time of departure, an estimated amount of time needed, the purpose of the request, the type of representation (individual or Union), and when practical, how the representative may be reached. The representative will not be required to identify any possible grievant by name, however a numerical identifier will be provided, excluding initial meetings. When it becomes known that more official time is needed than originally approved the Union official will make a reasonable effort to contact their supervisor and request additional official time. Upon completion of the task giving rise to the use of official time the representative will return to their respective duty station and report the actual amount of official time they used to the immediate supervisor or designee.
- c. Union representative(s) or employee(s) who wish to use time under this Article in an organizational unit not under the direction of their own supervisor will notify the supervisor of the organizational unit involved and gain permission before engaging in such activity.
- d. Official time may be denied based on urgent workload. Urgent workload, for this purpose, is defined as any time unscheduled annual leave requests would be denied for all employees who are qualified to perform the same duties as the requestor within the requestor's work area. If the Agency denies any request for official time due to an urgent workload they will immediately notify the requestor in writing of the reason(s) for the denial. Normally, the

requested time will be granted within 24 hours of any denial. Any time limits or actions within the Agency's control will be automatically extended for a time equal to the length of any denial based delay.

Section 6. The parties agree the Agency will allocate a bank of 360 hours of official time per calendar year, for the purpose of Union sponsored training. The Local President shall be responsible for requesting the use of official time for training, and the distribution and allocation of the official time for training to the Union Representatives. When a Union steward attends any meeting for the purpose of training, the time spent will be subtracted from the aforementioned bank of training hours.

Section 7. Any discussion between management officials and the employee and/or their representative concerning appeals and grievances shall be private and shall be released only on a "need to know" basis. Such discussion should be as free from administrative interference as possible. The Agency will provide facilities, when available, for such discussions when requested by the employee or the representative.

Section 8.

- a. For the purposes of this Section, "Current President" is defined as the individual serving as President of AFGE Local 2924 as of the date of this agreement.
- b. The current President will be granted 100% Official Time. This grant of 100% Official Time shall cease if the current President is no longer the President of AFGE Local 2924 or 3 years from the date of this agreement, whichever occurs first. During this grant of 100% official time, the current President agrees to submit activity reports each pay period reflecting the issues worked while on official time (method and scope will be determined per MOU dated 28 April 2010.)
- c. Should the current President remain President of AFGE Local 2924 beyond the 3-year time limit, he shall be authorized 50% official time during the duty hours he is available to work per pay period. In the event that the current President is no longer serving as the President of AFGE Local 2924 prior to the expiration of the 3-year period, his successor will also be granted 50% of available duty hours per pay period. For this purpose, available duty hours per pay period is defined as the time the employee is physically present for duty and precludes any time spent in a leave status.
- d. The following will not be charged toward the President's allotment of 50% official time:
 - 1) Preparation for and participation in negotiations,
 - 2) Preparation for and participation in third-party proceedings,
 - 3) Union sponsored training,
 - 4) Management sponsored meetings,

- 5) Participation in local wage surveys
 - e. Official time for preparation will be granted in any amount the parties agree to be reasonable, necessary, and in the public interest.

Section 9. The Secretary-Treasurer will be allowed a reasonable amount of official time for maintenance of financial records required under the Civil Service Reform Act and the Labor Management Reporting and Disclosure Act.

Section 10. The use of official time shall not be considered, nor have any adverse effect, when considering a performance appraisal of Union representatives.

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ARTICLE 7 **GOVERNING LAWS AND REGULATIONS**

Section 1 – Relationship to Laws and Government-Wide Rules and Regulations. In the administration of all matters covered by this Agreement and any future supplemental agreements, Management and employees shall be governed by existing and future laws and existing government-wide rules and regulations, as defined in 5 U.S.C. 71 and by subsequently enacted government-wide rules and regulations implementing 5 U.S.C. 2302.

Section 2 – Labor-Management Agreement.

- a. The parties recognize that this agreement is binding on the parties. Should there be a demonstrable breach of this agreement; the parties shall endeavor to correct the breach to the satisfaction of all parties concerned. Such arrangement(s) must be fair and reasonable.
- b. Employer policies/ regulations that impact working conditions of bargaining unit employees must be negotiated with the Union prior to implementation.

Section 3 – Past Practices. It is agreed and understood that any prior practices and understandings affecting conditions of employment which were in effect on the effective date of this Agreement, and which are not specifically covered by this Agreement nor violate law, rule, or regulation and do not detract from it shall not be changed.

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ARTICLE 8

COMMITTEES

Section 1.

- a. The Employer agrees that the Union has an inherent responsibility in the representation of bargaining unit employees, and in approving employee participation on labor management committees.
- b. The parties agree that the President of the Local will designate a Union official to serve as a member of Air Force Occupational Safety & Health (AFOSH) Council and Equal Employment Opportunity (EEO Advisory Council).

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ARTICLE 9 **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION**

Section 1 – General. Davis-Monthan Air Force Base and the Union affirm their commitment to the policy of providing equal employment opportunities to all employees and to prohibit discrimination because of race, color, religion, sex, national origin, disability (mental or physical), or age. In addition, the parties recognize their commitment to the policy of prohibiting discrimination on the basis of marital status or political affiliation. Davis-Monthan Air Force Base will have a positive, continuing and results-oriented program of affirmative action. The parties agree that Equal Employment Opportunity shall be administered in accordance with Title 5 U.S.C., Title 7 of the Civil Rights Act of 1964; the Civil Rights Act of 1991, the Rehabilitation Act of 1973 as amended, the Age Discrimination in Employment Act (ADEA), Executive Order 11478, and other authorizing legislation, and applicable regulations.

Section 2--Affirmative Employment Program. The parties will continue to provide overall support to achieve affirmative employment objectives throughout Davis-Monthan Air Force Base, as outlined in 29 CFR 1614.102. The parties will assist in identifying barriers to employment of women, people with disabilities, and minorities through their participation in the Commander's Equal Employment Advisory Council.

Section 3 Information and Data. The Employer shall make available to employees, information describing the EEO complaint procedure. The telephone numbers of EEO counselors will be posted on official bulletin boards and kept current.

Section 4 – Counselors.

- a. The parties agree that trained EEO counselors are necessary to properly administer the EEO complaints program. Counselors will be given training and will be available and accessible to employees.
- b. The Counselor will provide the employee a copy of the initial contact form.
- c. An employee may elect to utilize the grievance procedure with Union representation instead of the statutory procedure for alleged discrimination.

Section 5 – Complaints. Any employee who wishes to file or has filed a complaint shall be free from coercion, interference, and reprisal, and shall be entitled to expeditious processing of the complaint within the time limits prescribed by appropriate regulations. Any employee who seeks to file a complaint shall have the right to select a representative of his/her choosing. An employee has the option of filing a complaint under the negotiated grievance procedure or under the Agency EEO complaint procedure, but not both.

Section 6 – Duty Status. When an employee elects to file a complaint of discrimination, a reasonable amount of official time will be authorized to employees and/or to representatives, who otherwise would be in duty status.

Section 7 – Sexual Harassment. The parties recognize that harassment on the basis of sex is a violation of Title VII of the Civil Rights Act of 1964. Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when the conditions as described in EEOC guidelines, 29 CFR Section 1604, are present. Training on the subject of sexual harassment shall be included in the training program provided to EEO counselors.

Section 8 Reprisals. No reprisal action will be taken against any employee who elects to file a complaint of discrimination.

Section 9 – Reasonable Accommodations for Employees with Disabilities. The parties agree to follow the provisions of 29 CFR 1614.203 for the purpose of reasonable accommodations for employees with disabilities.

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ARTICLE 10 PARTICIPATION IN WAGE SURVEYS

Section 1 – Participation.

- a. When the Employer is designated as the lead agency in wage surveys, the following procedure will be used: A local wage survey committee consisting of three members will be established. One member is designated by the lead agency in the wage area. One member is recommended by the labor organization having the largest number of regular schedule wage employees under exclusive recognition in the wage area. The third member, who acts as a committee chairman, is designated by the lead agency. This is in accordance with the current "U.S. OPM FWS operations manual." Any bargaining unit member who is designated as local wage survey participants will be released from their normal duties.
- b. The Local Wage Survey Committee provides to the head of the activity a list of employees to be considered for appointment as data collectors and alternates. One-half of the data collectors will be local Federal employees recommended by the committee member representing the qualifying labor organization. The other half is comprised of professional data collectors appointed by the Civilian Personnel Management Service, Wage & Salary Division.

Section 2 – Confidentiality. The Employer and Union are required to maintain confidentiality regarding the collected data.

Section 3 – Transportation. The Employer will make every effort to provide GOVs for survey participation; if POVs are used, employees will be reimbursed the current Government rate for mileage after submitting appropriate travel voucher.

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ARTICLE 11 PAYROLL DEDUCTION OF UNION DUES

Section 1. The following provisions are established and mutually agreed upon in setting up a program for the withholding of Union dues.

Section 2. The deduction authority, SF-1187, properly executed and signed, must be submitted through the Civilian Personnel Section and dated and received by the Liaison Payroll Technician prior to the beginning of the pay period in which the collection is to begin. Allotments may be submitted at any time and will become effective at the beginning of the first full pay period after receipt of SF-1187s by the Liaison Payroll Technician.

Section 3. DFAS will electronically transfer funds at the end of each pay period for which deductions are made. The electronic funds transfer (EFT) will include the total amount allotted for dues for the respective pay periods and will be remitted to the financial institution designated by the Union. The Employer agrees to provide this service at no cost to the employee or the Union.

Each pay period the Union will be sent a listing of members' names and amount withheld along with names of employees for whom allotments have been permanently or temporarily stopped. This listing includes the names of those employees who have left the bargaining unit during the previous pay period. The Labor Relations Officer or designee will furnish the Union the reason (if known) deductions have stopped, i.e., separation, LWOP, moved out of the unit, etc.

Section 4. The Union will promptly notify the Liaison Payroll Technician in writing when a member of the employee organization is expelled or ceases to be a member in good standing. Upon receipt of such notice, the Liaison Payroll Technician will terminate the allotment and delete the employee's name from the listing of members as of the next complete pay period.

Section 5. Union members may voluntarily revoke their allotments for the payment of dues by completing SF-1188, Revocation of Voluntary Authorization for Allotment Compensation for Payment of Employee Organization Dues. The SF-1188 will be forwarded through the Union and the Union will initial off on the SF-1188, and pull their copy. It will then be forwarded directly to the Liaison Payroll Technician by the employee. After receipt of such notice by the Liaison Payroll Technician revocation will become effective as of the first full pay period following the employee's anniversary date; for example, if an employee begins dues withholding on 1 March, the anniversary date would be 1 March of any succeeding year (in accordance with SF-1187 Section A).

Section 6. Dues deduction will be terminated for bargaining unit employees temporarily or permanently promoted or reassigned to supervisory positions or other positions outside the bargaining units.

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ARTICLE 12 HOURS OF WORK AND BASIC WORK WEEK

Section 1 – General. The administrative workweek consists of seven consecutive calendar days beginning 0001 Sunday and ending at 2400 the following Saturday.

- 1) The Employer establishes work schedules/tours-of-duty. Normally these are fixed with specific beginning and ending times and consist of five 8-hour days, excluding a duty free-lunch period as defined below in Section 2 (3). Nothing in this Article precludes overtime work performed in accordance with law or government-wide rule or regulation.
- 2) Prior to making changes to established work schedules/tours-of-duty (that exceed 15 work days), management will provide the Union President (or designee) a copy of the proposed changes(s). Except for emergency situations, all bargaining obligations must be fulfilled prior to implementing any change in work schedule/tours-of-duty that exceed 15 work days. Post implementation negotiations may be required when the emergency clause is used.

Employees affected by changes will be notified at least 5 working days prior to the effective date whenever possible. Additionally, notification will be given to the Union.

- 3) If the Union believes that a Union representative's hours were changed in retaliation for Union activities, upon written request, Management will provide the reason (orally or in writing) for the change within 5 business days.
- 4) Under certain circumstances, as determined by Management, bargaining unit employees may be authorized to participate in occasional management organized and sponsored health and wellness activities (i.e. sports day). Participation, if during duty hours, is voluntary and subject to the supervisor's approval, job assignments, mission requirements and being called back to work.
- 5) (AMARG Summer/Winter Hours) Prior to implementing winter hours to summer hours or summer hours to winter hours, Management will give the Union and employees 30 days advance notice.

Section 2 – Rest & Lunch Periods.

- 1) In consideration of such factors as protection of employees' health, reduction of accident rates, relief from fatigue and discomfort, and possible increase or maintenance of high quality or quantity production, employees will be allowed paid 15-minute rest periods, normally taken midway through each consecutive 4-hour period of work. In those infrequent cases where an employee must remain at the work site because of priority work, the supervisor will provide for a 15-minute rest period as near as possible to the employee's normal rest period. Rest periods cannot be accumulated or combined. In consideration of health and safety concerns, during break periods employees will be accommodated with facilities that provide heating, cooling, refrigerator, microwave, separate of industrial work areas, whenever practical and no additional costs (other than routine repairs and upgrades) are incurred by the Employer.
- 2) Employee's mobility during rest breaks is not normally restricted, except in those circumstances where the employee's presence is required. The parties agree this does not authorize off-base activity.
- 3) A scheduled "duty-free-lunch" is normally a fixed period during which the employee is not compensated and is entirely free of duties connected with the job. It is understood that the Employer may require an employee to return to duty during the lunch period if necessary to meet mission requirements. Once the mission requirement has abated, the employee will be offered the option of finishing out the remainder of their "duty-free lunch," or receiving appropriate compensation for the period spent on duty. Lunch periods shall not be less than 30 minutes or more than 1-hour in duration determined by the employer. Adjustments to the lunch period may be requested by the employee and coordinated with the supervisor. Lunch periods will normally not commence less than 3 hours nor more than 5 hours after the beginning of a shift. Employees may request a work schedule with no duty-free-lunch.

- 4) The following is in accordance with AFI-36-807 para 4.5. Scheduling Make Ready and Clean-Up Time. Incidental duties that are directly connected with the performance of a job, such as obtaining and replacing working tools or materials, undergoing inspections, and similar tasks are considered part of the job requirements within the employee's established tour of duty. Supervisors must arrange work shifts so that time required for incidental duties will be part of the 8-hour day.
- 5) Employees working in the AMARG tooling section will be required to take their morning and afternoon breaks at the "Desert Oasis Facility."

Section 3 – Alternative Work Schedule.

- 1) Alternate Work Schedules (AWS) will be administered in accordance with current OPM law, regulation or guidance. Management will provide the Union with any OPM changes as they are implemented.
- 2) This section sets forth the procedures to be followed for Alternate Work Schedules (AWS). AWS are Compressed Work Schedules (CWS) and Flexible Work Schedules (FWS), Flexitours and Gliding Schedules. Subject to the obligation to negotiate with the Union, the determination to participate in AWS programs will be made by the employer. Determinations to disallow AWS will be based on adverse impact and will be provided in writing to the employee(s) and the Union; the Union will be afforded the opportunity to bargain. All documentation, on which management intends to rely as proof of adverse impact, will be provided to the Union upon declaration of adverse impact and notice of intent to terminate AWS. Overtime, premium pay, TDY, holidays and leave provisions will be in accordance with law or government-wide rule or regulation. It is recognized that all employees participating in an AWS must accept the responsibility associated with this program, to include compliance with sign-in/sign-out procedures where applicable and working, at times, without the presence of an immediate supervisor.
- 3) Adverse Impact means: A diminished level of service to the public or customers of the Employer; Reduction in productivity of the Employer or, increased cost in operations to the Employer.
- 4) Employee(s) desiring to work/change AWS will make such request(s) to their supervisor. The supervisor will respond to these requests as soon as possible. If AWS has been approved, scheduling conflicts between employees will be resolved after considering a number of factors including but not limited to: seniority, employee's qualifications and hardship circumstances.
- 5) A "Straight-8" shift is ten 8-hour days per pay-period; each workday consists of two 15minute breaks and one 20-minute on-site-lunch break.
- 6) Exceptions: The parties agree that there may be situations that do not readily accommodate a plan described in this section. Consideration and disposition of such situations will be made on a case-by-case basis and may be subject to local bargaining.

- 7) Temporary Suspension of AWS and/or Credit Hour Plan: For bona fide emergencies/exigencies, each Wing Commander, may order temporary suspension of AWS and/or Credit Hours. Such action requires immediate notification of the Union President and may nevertheless require appropriate bargaining with the Union.
- 8) Special Provisions for Suspension of AWS:
 - a. An employee's AWS may be changed to the regular tour of duty when the employee is in TDY (or travel) status. In such cases, no employee will be required to suffer a loss in their normal wages.
 - b. If the Employer proposes to make any change to any AWS schedule of bargaining unit employees or to restrict the application of the plans to any new position, the Union will be notified and given an opportunity to bargain.
 - c. Absent unforeseen circumstances, the Employer will provide the Union with advance written notice of any survey or study concerning AWS in which information is sought from bargaining unit employees.
 - d. This Agreement does not preclude any employee from requesting an altered tour-of duty, which is not covered by this Article.

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ARTICLE 13 **OVERTIME**

Section 1 – General Provisions.

- a. Overtime shall be distributed in a fair and equitable manner. In assigning overtime, first consideration shall be given to those employees who are currently assigned to the job. Second consideration will be given to those task qualified employees in the immediate work area. Third consideration will be given to those other employees who are task qualified to do the work.
- b. In AMARG, the PAC certification requirement, if applicable, shall be accomplished in accordance with AFMCI 21-108, Production Acceptance Certification Program (PAC.)
- c. In keeping with these three considerations, overtime work will be accomplished by volunteers who are qualified in the skills required. In directing overtime, supervisors will equitably rotate such overtime roster among employees who are qualified to perform the work required.

- d. Overtime work is established as any work the employer requires an employee to perform outside of the normally scheduled workday, workweek or pay periods.
- e. When an employee covered by the Fair Labor Standards Act works overtime during a normally scheduled week day, such overtime will be paid in increments of [15] minutes at [1½] times the employees normal hourly rate of pay.
- f. When an employee covered by the Fair Labor Standards Act works overtime during unscheduled weekend or Holiday, such overtime will be paid in increments of [15] minutes at the prevailing rate.
- g. Those employees who are nonexempt under the FLSA must receive overtime pay unless they request compensatory time off in lieu of payment. Employees under the Federal Wage System (FWS) are eligible for compensatory time off at their request.
- h. The Employer agrees that the use of sick or annual leave by an employee is not cause to exclude the employee when assigning overtime work.
 - i. Payment for call back overtime will consist of a minimum of two (2) hours. Employees will be excused when their services are no longer required.
 - j. Rosters of employees will be utilized to determine overtime. The parties agree that an overtime database will be developed by Labor/Management and parties will abide by its provisions.
- k. Except for firefighter personnel, employees who are expected to work a minimum of two (2) hours of overtime will be allowed a 10 minute break prior to the beginning of the overtime period. Except for firefighter personnel, employees who work overtime may be given a 15-minute break after each two-hour overtime period worked. The break will not be contiguous to the beginning or the end of an overtime period. Employees who are required to work planned overtime in excess of four (4) hours after their regular work shift shall be given a 30-45 minute lunch period without compensation.
- l. Normally, when travel is ordered outside the scheduled duty hours, all hours required to accomplish the travel shall be compensated unless otherwise prohibited by Law, or Government Travel Regulation.
- m. It is agreed that non-bargaining unit employees or contractors will not be scheduled on overtime to perform the duties of bargaining unit employees for the **sole purpose** of disadvantaging bargaining unit employees for overtime.

Section 2 – Standby/On-call (General.) 5 CFR 551.431 distinguishes between off-duty employees who are on standby status and those who are on-call. Standby employees are entitled to compensation; on-call employees are not.

- a. An employee will be considered on duty and time spent on standby duty shall be considered hours of work if:

- 1) The employee is restricted to an agency's premises, or so close thereto that the employee cannot use the time effectively for his or her own purpose; or
 - 2) The employee, although not restricted to the agency's premises: Is restricted to his or her living quarters or designated post of duty; has his or her activities substantially limited; and, is required to remain in a state of readiness to perform work.
- b. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:
 - 1) The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; Or
 - 2) The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.
- c. Scheduled on-call/stand-by will be rotated among all bargaining unit employees. Records of on-call/stand-by shall be kept by management and made available to the Union upon request. In units where on-call/stand-by duty is required on a regular basis, employees scheduled for such duty shall be issued pagers.
- d. On-call bargaining unit employees will not normally be expected to work more than [16] consecutive hours.
- e. Bargaining unit employees shall not be scheduled on-call while on leave.
- f. It is understood irregular or occasional overtime work performed by an employee on a day when work was not scheduled, or when the employee had to return to their place of employment, is considered at least 2 hours in duration for the purposes of overtime pay, whether or not work is performed. There is no requirement for the on-call employee to remain on site performing "busy work" in order to satisfy the full two hours for which the employee will be compensated for the callback overtime provision. When an employee following a regularly scheduled tour of duty performs unscheduled overtime work or when early report for duty merges with and continues into a regularly scheduled tour of duty for the day, the employee is not entitled to the 2-hour minimum callback overtime provision.
- g. If a permanent on-call or stand-by tour of duty is established or terminated, the decision and justification shall be specific and written notice will be provided to the Union.

Section 3 – Holiday Entitlement. Employees shall be entitled to all holidays now prescribed by federal law and any that may be later added by federal law and all holidays that may be designated by Executive Order/Congress.

Section 4 – Holiday Work.

- a. Supervisors must not require employees to work on holidays or days designated as observed days, unless the work is justified by unusual circumstances or if the maintenance of usual essential services is involved.
- b. In assigning personnel to holiday work, the parties agree to the provisions established under this Article, Section 1 (j).

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ARTICLE 14 **LEAVE**

Section 1 – General.

- a. Employees will accrue and use sick and annual leave in accordance with applicable statutes, OPM regulations, Air Force Instruction 36-815, and this Agreement.
- b. All leave charges shall be in increments of [¼] hour.

Note: Except for employees who accrue and use leave in full-day increments.

- c. Employees will request approval of anticipated leave in advance through the use of the OPM Form 71 either electronically or a hard copy. An OPM Form 71 will be completed upon return to duty for all call-in requests for leave that are approved.
- d. Leave will be denied only for appropriate reasons and not as a form of discipline.
- e. The Employer will not make arbitrary decisions to deny leave.
- f. Absent extraordinary circumstances, the leave approving official will render a decision within one duty day on employees' leave requests. Employees should submit requests as far in advance as possible.

Section 2 – Annual Leave.

- a. Annual Leave is provided to allow employees extended leave for rest and recreation and to provide periods of time off for personal and emergency purposes.
- b. The use of accrued annual leave is an absolute right of the employee, subject to the right of the employer to approve when leave may be taken.

- c. If scheduling conflicts arise among employees' annual leave requests, they shall be resolved consistent with good management practices. After all efforts to resolve a leave conflict have been exhausted, seniority will be the deciding factor.
- d. When an employee requests annual leave in conjunction with scheduled days off at the beginning and/or end of the leave period, Management will not arbitrarily change that employee's days off.
- e. Managers/supervisors must base their decisions to deny leave requests and cancel approved leave on the necessity for the employee's services. Denial or cancellation of leave will not be disciplinary in character and must not be used as a punitive measure. Reasons for cancellation or denial of leave will not be arbitrary or capricious. The supervisor will provide written explanation as to why the previously approved leave was cancelled. In granting leave, managers must consider the needs of the Air Force and the welfare of the employees.
- f. Restored leave will be processed in accordance with applicable rules and regulations.

Section 3 – Sick Leave.

- a. Sick leave is a qualified right of the employee and may be used only for absences:
 - 1) Medical, dental, or optical examination or treatment;
 - 2) Incapacitation for the performance of duties by sickness, injury, or pregnancy;
 - 3) Is required to give care and attendance to an immediate family member who is afflicted with a contagious disease;
 - 4) Would jeopardize the health of others by being present on duty after exposure to a contagious disease;
- b. It is the responsibility of an employee who is incapacitated for duty to notify the leave approving official or designee.
 - 1) Sick leave for prearranged medical appointment (including dental or optical examinations or treatment and drug and alcohol counseling sessions) must be requested in advance of the absence.
 - 2) Sick leave for absence because of illness, injury, exposure to contagious disease, illness of a family member with a contagious disease or other circumstances of incapacity which are not known in advance must be requested as soon as possible after the beginning of the absence (normally within the first hour or two unless mitigating circumstances exist.)

- 3) For absences of 3 days or less, sick leave must be requested on the first day and on every additional day of absence, unless the supervisor expressly relieves the employee of this requirement.
- 4) If the employee is incapacitated and unable to notify his/her supervisor personally, then this may be accomplished by another person, i.e., spouse, children, etc.

Section 4 – Documentation for Sick Leave.

- a. An employee requesting sick leave may be required to furnish evidence of the need for sick leave upon return to duty, such as:
 - 1) Medical certification from the employee's personal physician or health care professional; or
 - 2) The employee's own written statement in instances where a physician did not treat the illness (e.g. remoteness of area, nature of illness, etc.). A physician's certification may be required for an absence in excess of 3 workdays, or for a lesser period when the agency determines it is necessary. If the Employer requests medical documentation for an absence in excess of 3 days, the documentation must cover all absence beyond the third day and show that the employee was incapacitated for duty for the entire period covered by the documentation.
- b. In cases of extended illness, medical documentation may be required periodically, if necessary, to establish the employee's continued incapacity to return to duty. In addition, a medical release may be required when the employee who has been on extended sick leave or extended injury compensation returns to full duty. The Union will assist and cooperate with the Employer in its efforts to advise the employees of the benefits derived from sick leave accumulation and will promote these benefits.
- c. An employee with a chronic medical condition, which does not require medical treatment, but does result in periodic absences from work, will not be required to furnish physician's documentation on a continuing basis, if the employee:
 - 1) Is not on leave restriction; and
 - 2) If requested, provides updated valid medical documentation, which clearly states the continuing need for the periodic absences.
- d. Documents regarding employee absence for sick leave purposes are highly sensitive. Management will ensure that they are maintained in a secure and confidential manner.
- e. Where there is substantial reason to believe that an employee is abusing the sick leave entitlement:

- 1) The employee shall be formally counseled and advised of the possibility of future medical documentation requirements should the abuse continue, and the employee may be placed on sick leave control.
- 2) An employee placed on sick leave control will have their case reviewed within [4] months but not later than [6] months afterward.

Note: Frequency or amount of leave used may not be the sole factor for determining sick leave abuse, nor will leave for which acceptable medical documentation has been provided. When abuse ceases for 6 months, the restriction will be removed, the record shall be made clean, and the employee will be notified of this action. The employee will also be notified of the reasons, in writing, if the restriction is to be continued beyond 6 months.

- f. If the employee fails to follow prescribed procedures for requesting or documenting either emergency or nonemergency sick leave, the request may be denied if the supervisor considers that there were insufficient extenuating circumstances to warrant approval.
- g. Requests for sick leave for nonemergency medical appointments, even though submitted with proper evidence, may be denied if it is determined that the employee's services are needed. If the employee fails to follow prescribed procedures for requesting or documenting either emergency or nonemergency sick leave, the request may be denied if the supervisor considers that there were insufficient extenuating circumstances to warrant approval.

Section 5 – Absence for Voting. An Employee requesting time off to vote is excused without charge to leave for the amount of time necessary to permit him/her to report to work three hours after the polls open or to leave work three hours before the polls close, whichever requires the least amount of time off. Normally, where the polls are open either three hours before or three hours after the employee's regular duty hours, no time is required.

Section 6 – Unavoidable Delay While on Official Travel. When an employee is unable to return to their duty station through no fault of his/her own while away on official Government travel, the employee will not be charged leave, excluding illness or vacation in conjunction with the official travel. The employee will notify their supervisor or designee as soon as possible and obtain appropriate instructions. In such instances, the employee will be paid overtime or approved compensatory time as established by law, role, or regulation, for any time beyond normal duty hours that they are determined to be performing official duties. If the employee is unable to return to his/her duty station and must stay overnight at some other location, per diem expenses will be paid when appropriate.

Section 7 – Employee Absences for Court or Court-Related Services.

- a. Court leave is leave of absence from duty without loss of pay or charge to annual leave to perform jury duty in a federal, state, or municipal court or to serve as a witness for the United States, the District of Columbia, or state or local government. This includes absence during periods of regularly scheduled overtime as well as absence during the employee's regularly scheduled basic workweek. For the purpose of granting court leave, a military court is considered the same as a federal court.

- b. Authorized Purposes:
 - 1) Jury duty
 - 2) Witness service; court leave is granted for employees who are summoned as a witness on behalf of any party in connection to any judicial proceeding to which the United States, the District of Columbia, or a state or local government is a party.
- c. An employee is entitled to receive and retain expenses paid for services rendered and reimbursement of travel expenses. When a state or local court characterizes jury and witness fees as expenses, there is no requirement for the employee to turn in such fees to the agency. The employee cannot retain fees received in most circumstances. The certificate of attendance should separately identify fees and expenses/allowances. Money received for performing jury duty in state or local courts are indicated on the pay voucher or check as either "fees for services rendered" or "expense money." The employee may retain "Expense money"; "fees for services rendered" must be submitted back to the Employer.
- d. It is agreed that days off and/or schedules will not be changed to avoid granting absence for court or court-related services.

Section 8 – Leave Without Pay (LWOP).

- a. Requests for LWOP will be given careful consideration. The granting of LWOP will be in a fair and equitable manner in accordance with applicable laws, rules, and regulations.
- b. In emergency cases, minus annual and/or sick leave, LWOP may be requested.
- c. Upon written request from the Union president or designee, an employee may be granted annual leave or leave without pay to engage in Union activities on the national, district or local level, to work in programs sponsored by the Union or the AFL-CIO. Such requests will be referred to the appropriate Management official. Such employees shall continue to accrue benefits in accordance with applicable OPM guidance, law, rule or regulations. LWOP for this purpose is limited to one year but may be extended or renewed upon proper application. An extension beyond 1 year may be approved only when it is in the best interest of the Federal service, or when it is determined that because of unusual circumstances; the employee would be subjected to undue hardship if the extension was denied.
- d. Upon return to duty after a period of LWOP, when the employee has not submitted a resignation in conjunction with the LWOP (e.g., military spouse), Management will restore the employee to the position that the employee held prior to the leave or to a similar position at the same grade and pay.
- e. Employees may request LWOP for educational purposes, when the course of study is in line with work performed and would serve the best interests of the Air Force.

- f. LWOP is granted at the discretion of Management, except where mandated by law, rule or regulation:
- 1) A disabled veteran to cover an absence for medical treatment related to a service connected disability.
 - 2) When requested by a reservist or National Guard member for military duties in accordance with appropriate military orders.
 - 3) When an employee makes a request under the Family and Medical Leave Act and meets the criteria for that program.
 - 4) If the employee has followed leave procedures the granting of LWOP is mandatory under the following circumstances: For protecting an employee's status and benefits pending action by the Office of Workers' Compensation Programs (OWCP) on a claim resulting from a work-related illness or injury or during a period the employee is carried on the rolls while being compensated by the OWCP.

Section 9 – Religious Observances. There are no official observances of religious holidays. Insofar as practicable, Management will allow employees wishing to observe religious holidays time off for that purpose and charge the absence to annual leave, previously-earned compensatory time off, or leave without pay. If circumstances permit, work schedules may be rearranged to provide substituted work time. An employee may also request to perform compensatory overtime work for the purpose of compensatory time off, in lieu of annual leave when the employee's personal religious beliefs require absence from work during certain periods of the workday and/or workweek. An employee may work compensatory time before or after the grant of compensatory time off. The advanced compensatory time off should be repaid within a reasonable time. An unliquidated advance religious, compensatory balance is collected at the time of separation, except death, from compensatory balances, if available, or annual leave, or both.

Section 10 – Military Leave.

- a. Any full-time Federal civilian employee whose appointment is not limited to 1 year is entitled to military leave. Military leave under 5 U.S.C. 6323 (a) is pro-rated for part-time career employees and employees on uncommon tour of duty. 5 U.S.C. 6323 (a) provides 15 calendar days per fiscal year for active duty, active duty training, and inactive duty training. An employee can carry over a maximum of 15 days into the next fiscal year.
- b. Regular military leave is charged in increments of 1 hour. An employee may be charged military leave only for hours that the employee would otherwise have worked. Employees will not be charged military leave for non-duty days (typically weekends and holidays) that occur within the period of military service. No charge is made for non workdays at the beginning and end of a period of absence on active military duty.
- c. Management will take into consideration the schedules of employees who work an uncommon tour of duty, and will, when possible, arrange schedules to allow such employees to have scheduled days off immediately preceding and following the required military leave when appropriately requested by the employee.

Section 11 – Advance Annual/Sick Leave.

- a. An employee may be advanced all annual leave that will be earned during the current leave year. However, advance annual leave may not be granted to any employee if there is a likelihood that the employee will retire, be separated, or resign from the Government service before the date the employee will have earned the leave. Advance sick leave is liquidated automatically through accrual of sick leave after the employee returns to work. Repayment is not required when separation is because of death, resignation for disability supported by acceptable medical documentation, or disability retirement.
- b. Employees who are incapacitated for duty because of serious illness or disability may be granted advance sick leave. An application for advance sick leave must be supported by medical documentation signed by a physician or health care provider. The employee will not be required to utilize any annual leave for this purpose prior to utilizing all the advance sick leave available to them in a given leave year.
- c. Advance sick leave may be combined with annual leave when necessary to cover [1] continuous period of absence.
- d. It is agreed that advance leave, including both sick and annual, will be fairly and equitably administered.
- e. Denials of requests for advance leave must be conveyed to the employee promptly and must contain a specific explanation of the reasons for the denial.

Section 12 – Voluntary Leave Transfer Program/Leave Bank. Employees are entitled to donate and receive leave for medical emergencies in accordance with AFI 36-815, Chapter 9. By reference, the definitions, eligibility criteria and administrative provisions pertaining to a Voluntary Leave Transfer Program are incorporated into this Agreement.

Section 13 – 5 CFR 630, Subpart D (Formerly the Family Friendly Leave Act.)

- a. Employees may use up to maximum allowable hours of sick leave in a year under the 5 CFR 630, Subpart D:
 - 1) To care for or otherwise attend to a family member having an illness, injury, or other condition which if an employee had such a condition would justify the use of sick leave by such an employee; and
 - 2) For purposes relating to the death of a family member, including making arrangements for and attending the funeral of such family member. Family member is defined as:
 - a) Spouse and parents of spouse;
 - b) Children, including adopted children, and their spouses;
 - c) Parents;

- d) Brothers and sisters and their spouses;
 - e) Domestic Partners; and
 - f) Any individual related by blood or affinity whose close association with the employee is the equivalent of a family member.
- b. The amount of sick leave to which part-time employees are entitled is a pro-rated amount of full-time employees' entitlement, in accordance with Government-wide law and regulation.

Section 14 – Family Medical Leave Act.

- a. An employee must invoke his or her entitlement to family or medical leave subject to proper notification and medical certification requirements in 5 CFR 630.1206 and 5 CFR 630.1207. Request for FMLA must be supported by evidence that is administratively acceptable to the Air Force.
- b. **Maternity and Paternity Leave.** Under the Family Medical Leave Act and this Agreement, bargaining unit employees are entitled to LWOP during any [12] month period for the following reasons:
 - 1) Birth of a son or daughter and the care of such son or daughter; and
 - 2) Placement of a son or daughter for adoption or foster care,
 - 3) Supervisors are encouraged to approve additional leave as circumstances warrant.
- c. **Other Family Medical Leave.** Under the Family Medical Leave Act and this Agreement, bargaining unit employees are entitled to [12] weeks of LWOP during any [12] month period for one or more of the following reasons:
 - 1) The care of a family member of the employee with a serious health condition. Family member is defined as:
 - a) Spouse and parents of spouse;
 - b) Children, including adopted children; and
 - c) Parents.
 - 2) A serious health condition of the employee that makes the employee unable to perform the functions of the position of such employee.
- d. **Substitution of Paid Leave - For either Paragraphs 1 or 2 of this Section.** The employee may elect to substitute annual leave, sick leave, compensatory time off, or credit hours for

unpaid family or medical leave for any part of the applicable period consistent with governing laws and regulations. Employees may also combine annual leave, compensatory time, sick leave, or credit hours with unpaid family or medical leave for any period of approved leave. An employee may not retroactively substitute paid time off for unpaid family and medical leave.

- e. Notice of Leave. Employees should request the use of family and medical unpaid leave as soon as they become aware of a situation that may require its use.
- f. Medical Documentation (when requesting leave for serious health conditions). An employee may be requested to provide written medical certification to the Employer.
 - 1) The written medical certification shall include:
 - a) The date the condition commenced;
 - b) The probable duration of the condition;
 - c) The appropriate medical facts within the knowledge of the health care provider regarding the health condition including a statement as to the incapacitation, examination, or treatment that may be required.
 - d) A statement that the employee is unable to perform the functions of his/her position.
 - e) The Employer shall not require any personal or confidential information in the written medical documentation other than that required by Paragraph 1 (a), (b), (c) and (d) of this Section.
 - f) If the Employer doubts the validity of the original certification, the Employer may require, at the Employer's expense, that the employee obtain the opinion of a second health care provider designated or approved jointly by the Employer and the employee concerning the information certified under Paragraph 1 (a), (b), (c) and (d) of this Section.
 - g) If the opinion of the second health care provider differs from the original certification, the Employer may require, at the Employer's expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Employer and the employee concerning the information certified under Paragraph 1 (a), (b), (c) and (d) of this Section. The opinion of the third health care provider shall be binding on the Employer and the employee.

Section 15 – Leave for Bereavement.

- a. A covered full-time employee may use up to 104 hours (13 days) of his/her sick leave each leave year for family care and bereavement purposes. Part-time employees and employees

with uncommon tours of duty are also covered. They may use an amount of leave not to exceed the number of sick leave hours normally accrued by that employee in a leave year. For example, an employee scheduled to work 56/60/72 hours per week, could use 112, 120, or 144 hours. "Family Member" is defined as:

- 1) Spouse; and parents thereof;
- 2) Children, including adopted children, and spouses thereof;
- 3) Parents;
- 4) Brothers and sisters, and spouses thereof; and
- 5) Any individual related by affinity, i.e., whose association with the employee is the equivalent to one of the family relationships identified above.

Section 16 – Excused Absence (Administrative Leave). Excused absence (sometimes referred to as administrative leave) is absence from assigned duties without charge to leave or loss of pay. The parties agree that excused absence may be granted for activities, which are in the public/Air Force interest.

Blood Donations. The Air Force encourages its employees to volunteer as blood donors without compensation. An employee should be excused from work without charge to leave for the time necessary to donate blood or blood products, such as platelets or plasma, for recuperation following blood donation, and for necessary travel to and from the donation site. The maximum excusable time should not exceed 4 hours, except in unusual cases. When the employee must travel a long distance or when unusual need for recuperation occurs, up to an additional 4 hours may be authorized. This does not cover an employee who gives blood for the employee's own use or receives compensation for giving blood. Employees who volunteer but are rejected as donors for that visit must return to duty or elect paid leave.

Bone Marrow or Organ Donations. An employee is entitled to use 7 days of paid leave each calendar year (in addition to annual or sick leave) to serve as a bone-marrow donor and an employee may use up to 30 days of paid leave as an organ donor. Bone-marrow or organ donor leave may be used, but is not limited to, such situations as blood testing, tissues testing, counseling, physical examinations, travel time, surgery, and recuperation. Employees who are screened, but not accepted as donors, are entitled to bone-marrow or organ donor leave for their absences in conjunction with their attempt to be donors. Medical procedures and recuperation depend on the circumstances of each case. Record this type of leave on the time and attendance documentation under administrative or other leave category. (See 5 U.S.C. 6327).

Section 17 – Late Reporting. Depending on hazardous weather conditions, tardiness not in excess of 2 hours may be excused. Tardiness in excess of 2 hours may also be excused because of an unavoidable delay resulting from adverse weather or from disruption of public or private transportation in individual cases which are personally reviewed by appropriate supervisors. Determining factors for consideration in the decision include: distance between the employee's residence and place of work, and mode of transportation.

ARTICLE 15 USE OF OFFICIAL FACILITIES

Section 1 – General. As required by law, Management agrees that prior to making changes to official facilities described herein; the Union will be notified and afforded the opportunity to negotiate.

Section 2 – Local Union Office Space and Equipment.

- a. Management recognizes the importance and value of the Union's mission and purpose. The Employer agrees to provide the Union with office facilities at Davis-Monthan Air Force Base on the basis of available space, at no cost to the Union. Future offices will be commensurate with the square footage of the current Union office provided such space is available. Management agrees to provide a satellite Union office at AMARG subject to availability and mission requirements. Management agrees to provide the Union with an update every 90 days regarding space availability. This obligation terminates once a satellite office is established. Any Union office will be accessible to handicapped employees.
- b. The Employer agrees to continue to make accessible to the Union the conference room located in building 4300, 1st floor. Subject to availability, the Employer agrees that a larger conference/training room will be provided during normal duty hours upon request from the Union. The union office shall be equipped by the Employer with appropriate furniture, heat, air conditioning, community drinking fountain, separate or community restroom and sufficient electrical access for a computer, copier, typewriter, fax machine, etc., and in addition, one telephone having DSN access, local and commercial long distance.
- c. The Employer will provide at no cost to the Union, [1] complete Personal Computer [PC] comparable and or compatible to current Air Force applications. This PC will be regularly maintained and updated as other units on Davis-Monthan AFB and the Union will provide Work Group Management. The computer will be connected to the Base's LAN-Internet system. The Employer will provide the Union with a primary military Email address assigned as AFGE.2924@dm.af.mil and other local officers as necessary.
- d. The base-wide telephone directory shall contain the Union office telephone number and location consistent with other organizations on base.

Section 3 – Parking for Union Representatives. The Employer agrees to provide one (1) identified reserved parking space for the Union at the Civilian Personnel Section and another reserved parking space at the Union office.

Section 4 – Bulletin Boards.

- a. The Employer will provide adequate space on all official bulletin boards for Union literature. The Employer agrees to provide a designated reserved space for the use of the Union measuring a minimum of 18" wide by 19" high on the lower right hand corner of official bulletin boards in the units of recognition. If the existing size and use of the board permits, the Employer may designate a larger space when requested by the Union. Where official bulletin boards are not located in their immediate work area or within the designated break area, then existing informational boards as available, may be used for the purpose of posting Union literature within the limitations of the above stated area. The Union will be responsible for keeping their designated space current and orderly.
- b. Posting and removal of Union literature which does not relate to internal Union business shall be accomplished by the official bulletin board monitors, whereas literature which concerns internal Union business shall only be posted and removed by Union representatives. The parties agree that, for the purpose of this Article, internal Union business pertains to, but is not limited to, collection of dues, election of Union officers, and solicitation of membership. Literature to be disseminated and posed shall not violate security practices, laws, government-wide rules/regulations, and shall not contain any libelous material and is subject to approval by the Labor Relations Officer. The Union shall provide the Employer with a current list of union officials/stewards to be posted by official bulletin board monitors on a timely basis. The Employer shall provide the Union with a current list of official bulletin boards and monitors on a semi-annual basis.

Section 5 – Membership Drives. Management agrees to provide adequate facilities for membership drives at locations that provide access to unit employees during non-duty lunch periods.

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ARTICLE 16 **SAFETY, HEALTH, AND ENVIRONMENT**

Section 1. The Employer agrees that the health and safety of its employees shall be among its highest priorities. The Employer agrees to establish an effective and comprehensive occupational safety and health program in accordance with Air Force instructions, which implement Section 19 of the Occupational Safety and Health Act of 1970, and other appropriate safety and health regulations and executive orders. The Employer shall provide a safe working environment and correct all recognized hazards. The Parties further agree to maintain the employee confidentiality of accidents and injury reports in accordance with applicable laws, rules and regulations, or as otherwise provided for in this Agreement.

Section 2. The Employer and the Union agree to cooperate to prevent and/or eliminate accident, injury, and health hazards. The term “imminent danger” means any conditions or practices in any workplace which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through normal procedures [29 CFR 1960.2[u]].

Section 3. A Union representative will be a member on the ESOHC Committee, both AMARG and base.

Section 4. The Employer will assure prompt abatement of unsafe or unhealthy work conditions. Whenever the Employer cannot promptly abate such conditions, the employer will develop a summary of interim steps to protect employees. The Employer will provide a copy of an abatement plan to the Union upon request.

Section 5. The Employer agrees to acquire, require, and replace, at no cost to the employees, all safety and personal protective equipment as required by the duties to be performed by the employee, except climatic wear not previously provided. All employees will be treated fairly and equitably in all aspects of acquiring safety equipment.

Section 6. The Employer agrees that in cases of a reported imminent danger situation, which could result in death or serious physical harm, the supervisor in charge must take immediate action to eliminate or reduce the hazard in accordance with applicable AFOSH standards, or cease operations and withdraw exposed personnel until action is taken. The parties agree that an employee has the right to decline to perform his/her assigned tasks because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through Air Force hazard reporting and abatement procedures. In these instances, the employee must report the situation to his/her supervisor or the next higher-level supervisor available. If the supervisor believes the condition or corrected condition does not pose an imminent danger, but the employee still believes that an imminent danger situation exists, then the supervisor shall request an inspection by an agency safety or health official. The supervisor shall also contact the Union President or designee and afford the representative the opportunity to be present at the time the inspection is conducted. If the safety or health official decides the condition does not pose an imminent danger, official notification to that effect will be presented to the supervisor, who will notify the employee(s), and the Union upon request.

Section 7. There will be no reprisals or any form of retaliation against an employee for reporting a safety hazard or an unhealthy working condition.

Section 8. The procedures established in the Safety and Health Program shall not preclude the right of any employee to file a grievance.

Section 9. Employees who, during the performance of their officially assigned duties, are exposed to levels of a chemical or physical agent at or above the occupational exposure limit established by the Occupational Safety and Health Administration (OSHA) or the American Conference of Governmental Industrial Hygienists (ACGIH) may/may not require a periodic evaluation by the Physical Examination Section for symptoms associated with such exposure in accordance with

applicable AFOSH Standards and Air Force regulations. Exposure limits for hazardous materials will be the most stringent limits currently defined by OSHA or AFOSH standards.

Section 10. When, during regular working hours, an inspection is conducted by the Base Safety Officer, the AMARG Safety Officer, Bioenvironmental, OSHA, or their designees, in response to an employee reported work hazard in the represented unit (affecting bargaining unit employees), then a Union representative will be given an opportunity to accompany the inspector. The Union representative must have the required security clearance. Additionally, the Union will be afforded the opportunity to participate in all scheduled health and safety inspections (affecting bargaining unit employees).

Section 11. For safety reasons, when working in isolated areas or areas lacking communications, no fewer than two employees will normally be dispatched to work without periodic checks being made by the supervisor or other responsible employees in the area. A radio unit does not constitute a second person.

Section 12. The Employer will ensure that employees have been oriented/trained on the use of new equipment or machinery, and will ensure that this equipment or machinery has been inspected before initial use, and thereafter, in accordance with Air Force or manufacturers guidelines/specifications.

Section 13. The Employer shall provide appropriate safety and health training for employees, including specialized job safety and health training.

Section 14. In cases where Base Safety or AMARG Safety conducts an investigation concerning an on-the-job injury, management will notify the Union. Upon request, with employee's concurrence, the Union will be provided the opportunity to review all hazard and safety inspection reports and mishap logs.

Section 15. Upon request, the Employer agrees to provide assistance to employees when completing Office of Worker's Compensation Programs (OWCP) forms. The parties agree that the employee is responsible for reporting on-the-job injuries or illnesses.

Section 16. The Employer agrees to consider physical capabilities when assigning employees to positions with physical requirements.

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ARTICLE 17 **EMERGENCY MEDICAL PROGRAMS AND SERVICES**

Section 1.

- a. The Employer and the Union agree that it is in the best interest of employees at Davis-Monthan AFB to establish and maintain a program of instruction in the techniques of basic cardiac life support (including choking procedures).
- b. The parties agree that it is in the best interest of employees to establish and maintain a program of instruction in cardio pulmonary resuscitation (CPR). CPR instruction will be conducted during normal duty hours for employees required to be trained; volunteers may be trained during duty hours, depending on space available in the classroom. Furthermore, both parties agree to solicit employee participation in the program and to advocate the desirability of employee certification in CPR. Electrical workers should be trained in CPR.
- c. The Employer and the Union recognize the CPR is a psychomotor skill and that if it is not practiced regularly, the ability to perform the techniques correctly will deteriorate; therefore, the Employer will assure that employees who become certified in basic CPR techniques will be provided with refresher training during duty hours as the certifying agency requires. Such refresher training will be provided for those employees requiring training.

Section 2.

- a. It is recognized by both the Employer and the Union that the 355th Medical Group has no available Emergency Room services. Therefore, the following procedures will apply for civilian employee medical emergencies/on-the-job injuries.
 - 1) If it is a true emergency (potential loss of life, sight, limb; undue/unnecessary suffering) call 911 to summon emergency services. If necessary, the employee will be transported to the nearest off-base hospital Emergency Room.
 - 2) If a work related injury or medical problem poses no threat to life, limb or eyesight, the supervisor of the injured civilian worker may, at the employee's discretion, call to arrange for a [REDACTED] walk-in appointment between the hours of 0800-1600, Monday through Friday. The Medical Group will inform the supervisor where the civilian employee should report. The employee will bring a completed Form CA-16 to the initial care appointment.

Section 3. The Employer agrees to publish employee's rights provided under the Federal Employee Compensation Act (FECA) and this Article in the Civilian Personnel Newsletter and in addition, to provide information relative to FECA on the Civilian Personnel web page.

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ARTICLE 18 **HAZARD AND ENVIRONMENTAL DIFFERENTIAL PAY PLAN**

Section 1. Supervisors of employees who identify work situations in their area that may qualify for Environmental Differential Pay (EDP), or are made aware of possible EDP work situations by an employee or Union representative will prepare a description of the work situation. The description will include continuing efforts to protect workers and reduce exposure to the hazard. The location, category of exposure recommended, and numbers and types of employees exposed (by title, series and grade) will be included on a completed AF Form 683. The supervisor has the overall responsibility in determining that a potential EDP situation exists and completion of the AF Form 683. The AF Form 683 covering such work situations will be forwarded to the Civilian Personnel Section and the Union.

Section 2. Normally, within 20 workdays after receipt of the request, the committee will meet, as required, for the purpose of recommending to the Civilian Personnel Officer on the approval or disapproval of such work situations.

Section 3. Reported potential EDP situations will be reviewed by the EDP Committee. An onsite-inspection or review will be conducted by a specialist(s) trained in their various areas of expertise and will attend the EDP committee to report their findings. The committee should include the EDP Monitor (FSS/FSMC), Base Safety Officer, AMARG Safety Officer, Bioenvironmental Officer, and a representative of the Union. As necessary, specialists and employees from areas for which work situations are being considered and/or technical experts (e.g., Weapons Safety) will be requested to attend committee meetings for the purpose of supplying additional information.

Section 4. Work situations that no longer qualify for payment of an environmental differential will be recommended by the EDP Committee to the Civilian Personnel Officer for decision to remove the situation from the list of approved work situations at the Environmental Differential Pay meetings. When work situations are eliminated from the list of approved EDP situations, then the Employer will notify employees of the reasons for such change in writing showing the new circumstances which warrant discontinuing the EDP entitlement.

Section 5. The Parties agree that noncompliance with OSHA and AFOSH standards shall be taken as conclusive proof that EDP is warranted in any potential EDP situation. The Parties also agree the Civilian Personnel Office and EDP Committee have sole discretion to recommend, award or deny EDP. In the event of a determination that EDP is warranted, the award of EDP and associated back-pay, if any, will be limited to the extent permitted by law. Copies of work situations approved for pay will be provided to the Union, Liaison/Civilian Payroll Technician/DFAS, Time and Attendance Report Certifier, and FSMC files.

Section 6. When an employee performs EDP approved work, that work time will be reported to the pay authorizing official (PAO.) The PAO will then document the reported EDP work accomplished, and then annotate the appropriate EDP compensation percentage for submission to the pay processing official.

Section 7. Work situations for which the majority of the Committee members cannot recommend approval, will be recommended to the Civilian Personnel Officer for disapproval and the employees in the area where the work situations exist will be informed of their grievance rights.

Section 8. When a work situation is not covered by one of the defined categories but supervisors consider the situation to meet the EDP criteria and warrant payment for an Environmental Differential, a fully documented request (AF Form 683) will be forwarded through Civilian Personnel channels to Hq USAF for consideration of further recommendation to the Office of Personnel Management for addition to authorized categories. Such additions are authorized by the Office of Personnel Management on its own motion, at the request of the agency or at the request of the national office of a labor organization and after receiving advice of the National Wage Policy Commission.

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ARTICLE 19 **JOB CLASSIFICATION**

Section 1 – General.

- a. Each position covered by this Agreement that is established or changed must be accurately described in writing and classified to the proper occupational title, series, code, and grade.
- b. Title 5 position descriptions must clearly and concisely state the principal and grade controlling duties, responsibilities, and supervisory relationships of the position. Employees will be furnished a copy of the position description/core document, and a copy will be placed in the supervisors' employee work folder.
- c. An employee dispute involving the proper classification of the employee's official position is resolved through the classification appeals process. Employees have the right to question the classification of their position at any time. Such questions should be directed first to the supervisor. Every effort should be made to resolve the classification dispute locally and in a timely manner. However, employees should not be discouraged from filing classification appeals.
- d. When a position audit is conducted it will be completed within a reasonable period of time after the designated Union representative or employee submits a request through the employee's management chain. As appropriate, position audits will be performed by the Air Force Manpower Agency (AFMA) via telephone or by e-mail as appropriate. If the employee is still not satisfied with the audit results, an appeal may be filed with DOD or OPM as appropriate. The Employer shall explain the procedures an employee must follow to make an appeal to DOD and/or OPM.
- e. Delegations of authority for the classification of positions will be specified in Air Force policies and instructions.

Section 2 – Classification Standards.

- a. Title 5 positions will be classified by comparing the duties, responsibilities, and supervisory relationships in the official position description with the appropriate classification and job-grading standard.
- b. The Employer will apply newly issued OPM classification and job grading standards within a reasonable period of time as established by OPM. The Union will be notified when new standards are issued.

Section 3 – Classification Appeals.

- a. The Employer will provide employees and the Union with procedures classification appeals through DoD or OPM channels upon request.
- b. Employees or their representatives are encouraged to submit their classification/job grading appeals through the Civilian Personnel Section. Federal Wage System (FWS) employees must file initial appeals with the DoD Civilian Personnel Management Service (DoD CPMS). If not satisfied with the decision from DoD they may subsequently appeal to OPM. General Schedule (GS) employees may file an appeal directly to either OPM or DoD. GS employees choosing to file initially with DoD also may subsequently appeal to OPM if not satisfied with DoD decision. However, employees filing directly with OPM have no further avenues of appeal.

Section 4 – Effective Date. The effective date of a classification decision made by means of a certificate issued under the authority of section 5110, title 5, United States Code is not earlier than the date of the certificate, and not later than the beginning of the fourth pay period following the date of the certificate, unless a subsequent date is specifically stated in the certificate.

Section 5 – Notification. When practical, employees affected by a change in classification standard or reclassification where the employee will be downgraded, the Union will be informed in writing of all actions prior to the effective date of the change.

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ARTICLE 20 **DETAILS, ASSIGNMENTS, AND TEMPORARY PROMOTIONS**

Section 1 – Definition.

- a. Details are normally intended for the purpose of mission support when necessary services are required. A detail exists when an employee continues in his/her current status and pay and is temporarily assigned to:

- 1) An established position or an identical one with a higher or lower or equal basic pay rate or one requiring different qualifications from those now required in his/her official position assignment. Details are normally intended for the purpose of mission support when necessary services are required.
 - 2) An unestablished position is one whose duties and responsibilities have not been rated under a classification system. A request for detail to an unestablished position should contain a complete description of the specific duties, to include performance standards, to be performed and should be limited to temporary special unusual situations.
- b. Notice of a detail shall be made as far in advance as possible.

Section 2 – Documentation. A Standard Form 52 (SF-52) will be processed for all details of 30 days or more. A copy of the SF-50 will be maintained in the Employee Work Folder. Details of one workday or more will be noted on employee's AF Form 971. Whenever an employee has gained 30 days experience on short term details to a position in a different job series within a 12 month period, the employee is encouraged to submit a qualifications or experience statement on an appropriate form for inclusion in his/her Official Personnel Folder. Both of his/her first and second level supervisors are required to certify and date the information submitted.

Section 3 – Selection Process. Selection of an employee will be fair and equitable in relation to all employees available for detail. Such matters as assignment that enhance qualifications, offer promotion possibilities, or entail other benefits will be fully considered, as will the personal dignity of the employee and the type or level of his/her regular duties and responsibilities against those the employee will be performing in the detail. The Employer is responsible for assuring that details do not compromise the open-competitive principle of the merit system or the principles of job evaluation. Whenever practicable, management will ask for volunteers in making detail assignments.

Section 4 – Temporary Promotions. If an employee is temporarily promoted under noncompetitive procedures for 60 days or more, the employee will receive the pay for that position.

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ARTICLE 21 PERFORMANCE MANAGEMENT

Section 1 – General. In its application, parties agree the Performance Management Program must be fair, equitable, and solely related to job performance.

Section 2 – Performance Standards.

- a. The parties agree that Management will establish and communicate to employees all the critical elements, and performance standards subject to the Air Force Instruction 36-1001, and this Article. Before the rating official signs the performance plan, the rating official should ensure the employee has had an opportunity to provide feedback concerning the plan (supervisors ultimately decide which elements and standards to include).
- b. Performance standards that assess an employee's manner of performance must be job related, documented and measurable. There must be a connection between the expected manner of performance and the expected job results.

Section 3 – Communications. An orientation briefing will be provided to all new employees entering on duty by the employee's supervisor, and there will be an oral discussion to explain, clarify, and communicate the employee's job responsibilities as articulated in the employee's position description and/or performance plan. The purpose of this discussion is to ensure a clear and common understanding of the duties and responsibilities contained in the employee's position description and/or performance plan.

Section 4 – Uses of the Performance Appraisal System.

- a. The performance appraisal rating is used as a basis for decisions to reward, assign, train, promote, retain or remove employees.
- b. One progress review of the employee's performance is mandatory (normally at midpoint); quarterly progress reviews are recommended. AF Form 860B will be used to document this review. A copy of the form is provided to the employee. The original is retained by the rating official in the Employee's Performance Folder (EPF).
- c. The Performance Award Program may be utilized for recognizing performance. The primary intent of the program is to recognize outstanding performance. Any monetary recognition will be a lump sum in addition to the basic salary. Monetary recognition is a management tool and should never be used to augment pay.

Section 5 – Performance Improvement Plan (PIP).

- a. The PIP will identify the employee's performance deficiencies, the successful level of performance, the action[s] that must be taken by the employee to improve to the acceptable level of performance, the methods that will be employed to measure the improvement, and any provisions for counseling, training, or other appropriate assistance. The goal of a PIP is to return the employee to successful, acceptable performance as soon as possible.
- b. A reasonable period of not less than 45 calendar days under a PIP will be given for the employee to achieve successful performance.
- c. At any time during the PIP period, the supervisor may conclude that the employee's performance has improved to the Acceptable level and the PIP can be terminated. In that

event, the supervisor will notify the employee in writing, terminate the PIP, and provide the employee with a written acceptable performance rating.

Section 6 – Performance-Based Actions.

- a. Should all remedial action fail and the employee's performance is determined to be unacceptable, the supervisor will issue a rating of unacceptable performance to the employee. One of the following actions will be taken:
 - 1) reassignment;
 - 2) reduction to the next lower appropriate grade; or
 - 3) removal.
- b. When employees are determined to be performing at an unacceptable level, the employees will be notified in writing of their unacceptable performance, what action must be taken by them to improve their performance to an acceptable level, and what assistance will be provided by the employer to help the employees improve their performance. Supervisory assistance should consist of weekly counseling, training and close supervision. The employee will be given 45 calendar days in which to bring their performance up to an acceptable level. At the end of the 45 day period, employee will be reevaluated and informed in writing of their performance. If the employee's performance improves, any reference to the unacceptable performance shall be removed from the employee's records after one year. If the performance has not improved and corrective action is necessary, the employer will give the employee written notice of the proposed action setting forth in detail the basis for the action. Such notices will be given to the employees 30 days in advance of the proposed action. Employees will have 15 workdays in which to respond to the proposed action.
- c. Notice of Proposed Adverse Action: The parties agree to abide by the provisions of AFI 36-704, Chapter 16.
- d. If an adverse action is taken the employee may appeal to the appropriate forum

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ARTICLE 22 **MERIT PROMOTION**

Section 1 – Purpose and Policy. The parties agree that the purpose and intent of the provisions contained herein are to ensure that the Air Force merit promotion program is equitable and

consistent in accordance with applicable law, rule, regulation and this agreement. Promotions shall be based solely on job-related criteria, and without regard to political, religious, labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, disabling condition, or age. The parties agree the following procedures are applicable to all bargaining unit employees at Davis-Monthan AFB.

Section 2 – Applicability and Competitive Actions.

- a. Selecting officials have the option as to whether or not they wish to interview candidates under the Merit Promotion program. However, it is agreed that if any promotion candidate is interviewed, all candidates will be interviewed. When interviews are conducted and candidates decline consideration, the declination of the interview will be documented on the promotion certificate. Telephone interviews are permitted when distance or other factors such as leave preclude personal interviews. If a candidate is unavailable for interview for more than five workdays, the selecting official must review the unavailable employee's promotion brief that is sent with the promotion certificate.
- b. When it is known that a detail will be made to a higher grade position, or to a position with known promotion potential, and the detail will exceed 120 days, competitive procedures will apply. The Employer is responsible for assuring that details do not compromise the open-competitive principle of the merit system or the principles of job evaluation.

Section 3 – Applicability of Noncompetitive Actions. Promotions - The following promotions may be taken on a noncompetitive basis unless otherwise provided:

- a. If a position is upgraded due to accretion/assignment of additional higher grade duties and responsibilities, the incumbent may be noncompetitively promoted provided there is clear evidence that the employee continues to perform the same basic functions as in the former position, that there are no other employees serving in similar or identical positions to whom the duties could be assigned, and he/she meets all qualification and legal requirements for the promotion. In this case, there must be clear evidence that the newly classified position is a successor to the former and that the higher-graded position has absorbed the major duties of the former position. Included in this provision are employees returning from overseas, exercising return rights to obligated positions which have been upgraded during their absence.
- b. An employee initially selected under competitive procedures for a position with known promotion potential, may be noncompetitively promoted to intervening and target grades at management request. The employee must meet eligibility requirements for promotion to these grades, as well as any additional qualifying criteria, e.g., satisfactory completion of all required training or higher-graded duties being assigned.
- c. After all mandatory placement priorities are satisfied, and employee may be noncompetitively promoted up to and including a grade previously held on a permanent basis in the competitive service or other merit system and from which separated or changed to lower grade for other than performance or conduct reasons.

- d. Temporary promotions to a higher grade totaling [120] days or less during any 12 month period. If a temporary promotion that was not expected to exceed 120 days was originally made on a noncompetitive basis, any extension beyond 120 days must be made under competitive procedures.
- e. Conversion of an employee from a temporary promotion to a permanent promotion in the same position and duty station provided the vacancy announcement for the temporary promotion indicated that the promotion could later become permanent.
- f. Reassignments may be processed noncompetitively to a position with no known promotion potential beyond that of the employee's current position or that which the employee has held on a permanent basis. Reassigned employees must meet basic and statutory qualification requirements of the position to which they are reassigned or meet the requirements of an approved modification of qualifications.
- g. Any other noncompetitive action authorized by law or existing Government-wide regulation.

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ARTICLE 23 REDUCTION IN FORCE & PRIORITY PLACEMENT

UNDER GRADE AND PAY PROVISIONS

Section 1 – Purpose. For the purpose of this Article, a reduction in force (RIF) occurs when an employee is released from his/her competitive level by: separation, demotion, furlough for more than 30 days, for reassignment requiring displacement; when lack of work or funds, reorganization, reclassification due to erosion of duties when a RIF will take effect within 180 days, or the need to make a place for a person exercising re-employment or restoration rights, requiring the Employer to release the employee. It is agreed that the Employer will attempt to avoid or minimize the impact of realignments and/or RIFs prior to separating employees. Such action may include, but is not limited to, meeting ceiling limitations through attrition, reassigning affected employees to vacant positions, or terminating appointments of temporary employees of one year or less.

Section 2 – Applicable Laws and Regulations. For purposes of bargaining unit employees, the policy, procedures and terminology described in this Article are to be interpreted in conformance with 5 USC 3501-3504 and 5 CFR Part 351, as well as other applicable Government- wide laws and regulations.

Section 3 – Union Notification.

- a. The Employer agrees to notify the Union of proposed reduction in force affecting bargaining unit employees as far in advance as practical, but no later than five (5) workdays. The Employer agrees to provide the following information:
 - 1) The reason for the reduction in force.
 - 2) The numbers, types, grades of bargaining unit employees involved.
 - 3) Anticipated effective date of the action.
 - 4) Any additional information relevant to the RIF (e.g., actions planned to minimize impact.)

Section 4 – Definitions. For the purpose of this article, the following terms are defined in law and regulations and are included for informational purposes:

- a. **Reduction-In-Force [RIF]:** When the Employer releases a competing employee from his or her competitive level by furlough for more than [30] calendar days, separation, demotion, or reassignment requiring displacement, when the release is required because of lack of work, shortage of funds, insufficient personnel ceiling, reorganization, an individual exercise of reemployment rights or restoration rights, or reclassification of an employee's position due to erosion of duties when such action will take effect after the Employer has formally announced a reduction-in force in the employee's competitive area and when the reduction-in force will take effect within 180 days in the competitive area.
- b. **Competitive Area:** These are the boundaries within which employees compete for retention under RIF procedures. Employees in a competitive area compete only with each other; they do not compete with employees in another competitive area. In anyone reduction in force an agency may not use one competitive area for the first round of competition and a different competitive area for subsequent rounds of competition.
- c. **Competitive Level:** Competitive level means a group of positions in the same grade and classification series that have similar duties and other requirements.

Section 5 – Freezing of Vacancies. In the event of a reduction in force, existing vacancies will be utilized to the maximum extent possible to place employees in continuing positions in order to minimize RIF actions and reduce separations.

Section 6 – Employee Notification. The Agency must give each competing employee at least 60 days specific written notice before the effective date of the reduction in force action. This notice shall contain the applicable provisions of 5 CFR 351.802.

Section 7 – Employee Information. The Employer shall provide complete information needed by employees to fully understand the action and why they are affected. At a minimum, the Employer shall provide an employee who receives a specific notice of separation, information concerning the right to reemployment consideration. The employee also must be given information concerning how to apply for unemployment insurance through his or her appropriate State

program. This information must be provided either in or with the specific reduction in force notice, or as a supplemental notice to the employee. (Ref 5CFR 351.803)

Section 8 – Retention Register. Any employee receiving a specific RIF notice and/or their Union representative, upon request, may review all relevant retention registers, and any records pertaining to the employee's individual action in accordance with laws, rules, regulations, and provisions of this Article.

Section 9 – Employee Use of Authorized Time and Employer Facilities.

- a. Employees who are identified for separation as a result of RIF under this Article shall be entitled to a reasonable amount of time (subject to the provisions of AFI 36-815, Absence and Leave) for the purpose of seeking Federal employment while otherwise in a duty status for:
 - 1) Preparing and revising job resumes and/or job application forms; reviewing job bulletins and announcements.
 - 2) Participating in federal agency employment interviews;

Section 10 – Performance Appraisals. An employee with a current annual performance rating of unacceptable has no assignment rights under RIF. An employee's entitlement to additional retention service credit for performance shall be based on the employee's three most recent ratings of record received during the 4-year period prior to the date of issuance of RIF notices. A single uniform date will be established for issuance of all specific notices in each reduction in force.

Section 11 – Reasonable Offer and Priority Placement Under Grade and Pay Retention Provisions.

- a. For the purpose of applying 5 USC 5362(d)(3) and 5 USC 5363(c)(2), a "reasonable offer of a position" must meet the following conditions:
 - 1) The offer must be in writing and must include an official position description of the offered position.
 - 2) The offered position must be a permanent position and one for which the employee meets the established qualification requirement.
 - 3) The offered position must be in an agency, as defined in 5 USC 5102 although not necessarily in the same agency in which the employee is serving at the time of the offer.
 - 4) The offered position must be full-time (unless the employee's position immediately before the change creating entitlement to grade or pay retention was less than full time).

- 5) The offered position must be in same commuting area as the employee's position immediately before the offer unless employee is subject to mobility agreement.
- b. Grade retention ceases to apply to an employee who declines a reasonable offer (as described above) of a position, the grade of which is equal to or higher than the employee's retained grade. Pay retention ceases to apply to an employee who declines a reasonable offer (as described above) of a position, the rate of basic pay of which is equal to or higher than the employee's retained pay.
- c. Priority Placement Program registration and placement of DMAFB employees with entitlement to grade retention will be made in accordance with the DOD Manual 1400.20-1-M, Appendix B.
- d. As required by the Office of Personnel Management under the Civil Service Reform Act of 1978, and in accordance with the Government Employee's Training Act, the Employer will take steps as may be appropriate to assure that employees on grade or pay retention shall have the opportunity to obtain necessary qualifications for the selection to positions which would minimize the need for the application of grade and pay retention provisions under 5 USC 5362 and 5363.

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ARTICLE 24 WORKERS' COMPENSATION

Section 1 – General.

- a. The Injury Compensation Program Administrator will provide assistance to employees in regards to their traumatic injury/occupational disease claims in accordance with Federal Employees Compensation Act; including but not limited to:
 - 1) The employee's right to file for compensation benefits;
 - 2) The types of benefits available;
 - 3) The procedure for filing claims; and
 - 4) The option to use compensation benefits if approved by Department of Labor (OWCP) in lieu of sick or annual leave.

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ARTICLE 25
EMPLOYEE TRAINING AND CAREER DEVELOPMENT

Section 1 – General Provisions.

- a. The Employer will train employees to support present and future missions in accordance with law, executive order, and regulation. The Employer will plan and provide for training and development of employees as required to accomplish the mission. This may involve many different types of training, such as, refresher training, technical training, training in new or shortage skills categories, on-the-job training, cross training as considered practicable by the supervisor. The Employer is responsible for ensuring that all employees receive the training necessary for the performance of the employees' assigned duties in a fair and equitable manner.
 - 1) The parties agree to encourage civilian employees to participate in self development activities, and request other appropriate training opportunities in order to better qualify themselves in their work or profession or contribute to their overall growth or enlightenment as individuals.
 - 2) Employees are encouraged to report training deficiencies.
 - 3) Nothing in this Section will interfere with applicable merit promotion requirements.

Section 2 – Training Costs. The Employer will pay all expenses, including tuition and travel, in connection with training required by the Employer to perform the duties of an employee's current position or a position to which an employee has been assigned.

Section 3 – Scheduling Training.

- a. Management directed training will be conducted during official duty hours. When required training occurs outside the employee's regular duty hours appropriate compensation will be awarded.
- b. Training taken by an employee on personal initiative for personal advancement must either be taken outside of scheduled duty hours, as credit hours, or during period of approved leave or leave without pay. (See AFI 36-807, *Weekly and Daily Scheduling of Work and Holiday Observances* for variations of work schedules for educational purposes.)

Section 4 – Training Information. Upon request, the Employer will advise individual employees of training opportunities that meet identified educational or career objectives.

Section 5 – Notification. Employees will be notified of approval or disapproval of training requests as soon as possible. Should an employee's request for training be disapproved solely for lack of funds, the employee may resubmit a request for training as funds become available.

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ARTICLE 26
ALCOHOL AND/OR DRUG CONSUMPTION POLICY

Section 1. The Davis-Monthan AFB Drug and Alcohol program will be administered in strict compliance with AFI 44-107.

Section 2. All previous agreements, addendums, memorandums of understanding, etc. dated before the date of this agreement which address the use of drugs and/or alcohol, associated testing for such, etc. shall be considered null and void.

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ARTICLE 27
DISCIPLINE AND ADVERSE ACTION

Section 1. Disciplinary action is a responsibility of the Employer. Disciplinary actions must be based on just and sufficient cause with emphasis on sound employee management relations. The Employer recognizes that the prime objective of disciplinary action is to develop, correct and rehabilitate employees as well as encourage employees to accept responsibility. Discipline and adverse actions, when applied will be in accordance with law, rule, regulation, and this Agreement. In all aspects, employees will be treated fairly and equitably.

Section 2. When supervisors counsel employees regarding deficiencies in performance or conduct, it will be done in a private area so as to minimize any personal embarrassment to the affected employee. When a discussion is held regarding an incident that may result in subsequent disciplinary action, a record annotation will be made and the supervisor will advise the employee that an entry is being made on his/her AF Form 971, Employee's Work Folder. In addition, the employee may request to be represented during such a discussion and at the time of the record annotation. Since the annotation constitutes the supervisor's comment, the employee will be afforded an opportunity to initial the entry to indicate only that he/she has read it. The employee's initials or absence thereof will not be considered to indicate concurrence or nonoccurrence. The Employer agrees that notes/records, to which the employee has not been made aware, will not be used in disciplinary and/or adverse actions.

Section 3. An employee has the right to Union representation during any Employer interrogation which may reasonably lead to disciplinary action, according to a 1975 U. S. Supreme Court case known as “Weingarten,” as follows:

- a. The worker **must ask** that a Union representative be present.
- b. The worker must have a **reasonable** belief that discipline may result from the employer's questioning.
- c. The worker is entitled to get information from the employer about the subject of the meeting/questioning.
- d. The worker entitled to consult with his/her Union representative in private.
- e. The Union representative is entitled to consult with the worker in private.
- f. The Employer has the right to stop questioning the worker.
- g. The worker is **not** entitled to the Union representation if the Employer is simply informing the worker of some discipline which has already been decided.
- h. The worker has **no right to refuse** to attend a meeting with the employer if Union representation is not provided.
- i. The worker does not have the right to a Union representative of his/her choice; Union representation may be based on the ability of a steward.

Section 4.

- a. For the purposes of this agreement, disciplinary action includes oral admonishment, reprimand, and suspension of 14 days or less. Adverse actions are defined as removals, suspensions for more than 14 days, reductions in grade or pay taken for cause or furloughs for 30 days or less.
- b. Where an employee is subject to discipline, it is agreed that within 30 calendar days of the offense, the Employer's awareness of the offense, or the completion of an investigation of the matter by other than the supervisor, whichever occurs later, the Employer should impose or serve upon the employee one of the following:
 - 1) In the case of oral admonishment, the disciplinary action itself; or
 - 2) In the case of a written reprimand, suspension, or removal, a notice of proposed reprimand, suspension, or removal; or
 - 3) If, for reasons of significantly changed circumstances, further delay in taking the action is anticipated, a notice from the Employer to the employee and/or designated representative advising that disciplinary action is being considered, the general

basis therefore, and that the employee will be informed when a decision has been made shall satisfy the requirements of this section.

Section 5. Discussion that may lead to disciplinary action will be held between a supervisor having the authority to propose the action, or any investigating authority, the employee concerned and his/her representative if requested by the employee. Such discussions will be done in a timely manner, i.e. within time limits addressed in Section 4 above. Where a proposal to discipline is used, i.e., proposal to Reprimand, Suspend or Remove, the proposal may be considered the initial discussion with the employee.

Section 6. No employee will be subject to disciplinary or adverse action for refusing to obey an unlawful order that may place the employee or others in danger of death or serious bodily harm.

Section 7. The Employer will notify employees of their Weingarten rights annually. In addition, information regarding this representational right shall be posted on each official bulletin board, published annually in employees Civilian Personnel Newsletter, and be posted under the documents section of the Civilian Personnel Website at <https://dm.eim.acc.af.mil/355MSG/355FSS/ManPow/CP/default.aspx>

Section 8. The employee, in preparing and presenting a reply to the proposed action may represent himself/herself or be represented by the Union or a non-Union representative of his/her choosing. The employee shall be given 10 Calendar days to respond to proposals to suspend or remove, either orally, in writing, or both. On proposals to reprimand, the employee will be given five (5) calendar days to reply.

Section 9. After the decision has been issued, the employee may represent himself/herself or be represented by a designated union official in the negotiated grievance procedure. If the affected employee elects to use the appropriate statutory procedure for adverse actions, he/she may request that a designated Union official represent him/her or be represented by another representative of his/her choice.

Section 10. Disciplinary or adverse actions are not grievable at the proposal stage. The time limit for grieving such actions runs from the effective date of the decision.

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ARTICLE 28 **FITNESS FOR DUTY**

Section 1 – Scope. Fitness for duty examinations may be directed when an employee shows inability to perform the work, and when the supervisor suspects the inability may be due to a physical or mental condition. The Employee's physical or mental condition must be such that performance of duties would constitute an immediate threat to government property, or to the well

being of the employee, fellow workers, or the general public. An employee required to take a medical examination as described above is considered in duty status during the time necessary to obtain the examination or treatment.

Section 2 – Prerequisite Conditions. When there are reasonable grounds to believe that a health problem is causing performance or conduct problems of an employee, the employee shall be given an opportunity to provide medical evidence documenting the health problem affecting his performance or conduct.

Section 3 – Medical Determination.

- a. The Employer may require an employee' receiving worker's compensation benefits or assigned to limited duties as a result of an on-the-job injury to report for medical evaluation when the Employer has identified an assignment or position (including the employee's regular position) that it reasonably believes the employee can perform consistent with the medical limitations of their condition.
- b. The Employer may require an employee receiving worker's compensation benefits or disability retirement to report for medical evaluation when the Employer has reason to believe these benefits may not be authorized. The medical evaluation will be conducted by a health care provider designated by the Employer.
- c. In addition to the reasons listed in 5 CFR 339, the Employer may require a medical evaluation whenever there is a direct question about an employee's continued capacity to meet the physical or medical requirements of a position.
- d. A qualified handicapped employee will not be assigned duties outside their medical limitations. The employee must provide administratively acceptable medical documentation when requested by the Agency. The parties agree to comply with any and all laws, rules and regulations pertaining to qualified handicapped employees.
- e. The Employer may offer a medical examination when an individual has made a request for medical reasons for a change in duty status, assignment, or working conditions or any other reasonable accommodation [including reemployment on the basis of full or partial recovery from a medical condition] and the Employer, after it has received and reviewed medical documentation, determines that it cannot grant, support, or act further on the request without verification of the clinical findings and current clinical status.
- f. When the Employer orders or offers a medical examination under the provisions of the prevailing Government wide regulation, it shall inform the employee in writing of its reasons for ordering or offering the examination and the consequences of failure to cooperate. The Employer may designate the examining physician but shall offer the employee the opportunity to submit medical documentation from his/her personal physician, which the Employer shall review and make part of the file.
- g. The Employer shall provide the examining physician with a copy of any approved medical evaluation protocol, applicable standards and requirements of the position, and/or a detailed

position description of the duties of the position including critical elements, physical demands, and environmental factors.

- h. The Employer shall order or offer a psychiatric evaluation to an employee only when the employee first provides results of a general medical or psychiatric examination or the Employer has first conducted a non-psychiatric medical examination and, after review of the documentation or examination report, the Employer's physician concurs that a psychiatric evaluation is warranted for medical reasons.
- i. All medical examinations ordered or offered pursuant to this section shall be at no cost to the employee and performed on duty time at no charge to leave.

Section 4 – Counseling. When a disabled employee meets existing disability retirement requirements, and upon the employee's request, the Civilian Personnel Section, along with the Air Force Personnel Center (AFPC) will counsel him\her concerning disability retirement and explain the procedure for voluntarily applying for disability retirement. In the event that such an employee is unable to file on his/her own behalf, the Employer will assist with the disability retirement process.

Section 5 – Confidentiality of Records. All records pertaining to the employee's examination and any subsequent personal information included with an application for disability retirement are confidential and may be disclosed only to those with an administrative need to know or specifically authorized by the employee.

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ARTICLE 29 **GRIEVANCE PROCEDURE**

Section 1 – Purpose.

- a. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable resolution of grievances. This is the exclusive procedure to the Union, Management, and Employees in the bargaining unit for resolving grievances falling within the coverage of this Agreement.
- b. Any employee or group of employees in the unit may present grievances to Management and have them adjusted without the representation or intervention of the Union, as long as the adjustment is not inconsistent with the terms of the Agreement and the Union has been given an opportunity to be present at the resolution of any grievance.

- c. The Union has the right to be represented in any discussion of a grievance between Management and employee[s] or employee representatives, and to make known the views of the Union.

Section 2 – Definition.

- a. A grievance means any complaint:
 - 1) By an employee concerning any matter relating to their employment;
 - 2) By the Union concerning any matter relating to the employment of employee[s];
 - 3) Any complaint by an employee, the Union, or Management concerning the interpretation or application of this Agreement or any supplements;
 - 4) Any claimed violation, misinterpretation or misapplication of this Agreement, law, rule, or regulation affecting conditions of employment.
- b. Excluded from coverage under this grievance procedure are matters concerning:
 - 1) Any claimed violation of subchapter III of chapter 73 of title 5 U.S.C. (relating to prohibited political activities);
 - 2) Retirement, life insurance, or health insurance;
 - 3) Suspension or removal in the interest of national security (section 7532 of title 5 U.S.C.);
 - 4) Any examination, certification or appointment;
 - 5) Classification of any position which does not result in the reduction in grade or pay of an employee;
 - 6) Separation of probationer.
 - 7) Reemployment priority rights.
 - 8) Functional transfer.
 - 9) Reemployment or reinstatement rights after transfer.
 - 10) Military restoration rights.
 - 11) A salary retention decision affecting an employee in a General Schedule/Federal Wage System position.
 - 12) A pay or leave determination appealable to General Accounting Office.

- 13) Report of survey finding/assessments.
- 14) The content of a published policy.
- 15) Non-selection for promotion from a group of properly ranked and certified employees.
- 16) An action terminating a temporary promotion within a period of two years and returning the employee to the position from which he/she was temporarily promoted or to an equivalent position.
- 17) Non-adoption of a suggestion, or failure to receive a Quality Step Increase, performance award, or other kind of honorary or discretionary award.
- 18) A management proposal to take disciplinary action against an employee.
- 19) Action taken under the Personnel Security Program.

Section 3 – Other Applicable Procedures.

- a. As provided for in 5 USC Section 7121, the following action may be filed either under the statutory procedure or the negotiated grievance procedure but not both:
 - 1) Action base on unacceptable performance;
 - 2) Adverse actions; and/or
 - 3) Any complaint of alleged discrimination.
- b. Nothing in this Agreement shall constitute a waiver of any further appeal or review rights permissible in 5 U.S.C. Chapter 71.
- c. An employee shall be deemed to have exercised his/her option under this Section when he/she timely initiates an action under the applicable statutory procedure or files a timely grievance in writing under the negotiated grievance procedure, whichever event occurs first.
- d. Discussion, short of filing an informational EEO complaint, between an employee and an EEO official would not preclude an employee from selecting the negotiated grievance procedure if the grievance is otherwise timely.

Section 4 – Question of Grievability. If either party considers a grievance non-grievable or non-arbitrable the original grievance will be considered amended to include this issue. The Employer must assert any claim of non-grievability or non-arbitrability before the issuance of the Step 2 decision. In the event either party invokes arbitration disputes of grievability or arbitrability shall be referred as a threshold issue in the related grievance.

Section 5 – Representation. A Designation of Representation form must be completed by the employee prior to Union representation. If an employee elects to have someone other than a Union official as his or her representative, the representative must be designated in writing and any agreement reached will be non-precedent setting and will not be binding on any other employee. The Union will be provided notice as soon as possible when any grievance is filed prior to the first step meeting and subsequent meetings. The Union may elect to attend each grievance step.

Section 6 – Procedure.

- a. The purpose of this article is to provide an acceptable method for the prompt and equitable settlement of all grievances. Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis. The parties agree that every effort will be made to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee but will be construed as a positive effort to correct a perceived problem. Either party may request an extension to the stated time limits as needed and as mutually agreed to.
 - 1) **Step 1:** Any grievance shall first be taken up in writing by the concerned employee with the immediate supervisor or the lowest level management official with authority to render a decision. Grievances must be presented within 15 working days from the date the employee or the Union became aware of the grievance. However, if an employee presents a grievance directly to the Employer for adjustment, consistent with the terms of this Section, the Local shall have an observer present. A decision will be given to the grievance within five (5) workdays after presentation of the grievance. Such decision will be in writing and will be clear and understood. When a representative has been designated, a copy of the written response will be provided to the representative. When the representative is not available, a copy will be provided to the Union President or his/her designee.
 - 2) **Step 2:** If the matter is not satisfactorily settled, the employee and his/her representative may, within 10 working days from the response of the first step grievance, submit the matter in writing to the next level of supervision. The management official shall give the employee and/or representative his/her written answer and reasons within five working days after the receipt of the second step grievance.
 - 3) **Step 3:** If the grievance is not settled at Step 2, the employee and/or representative, may, within five working days, submit the grievance to the Mission Support Group Commander for further consideration. The Mission Support Group Commander or his/her designee will investigate the grievance, consult with the employee and his/her representative, and give the employee and his/her representative a written answer and reasons within ten working days after receipt of the grievance. If the issue is not resolved at this step, arbitration may be invoked in accordance with Article 30.

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ARTICLE 30 **ARBITRATION**

Section 1 – Notice to Invoke Arbitration.

- a. Only the Union may invoke arbitration of an employee or union initiated grievance.
- b. A notice to invoke arbitration shall be made in writing to the Employer within [30] calendar days after receipt of the written decision rendered in the final step of the grievance procedure.
- c. Within seven working days from the date of the request for arbitration, the party invoking arbitration shall request the Federal Mediation and Conciliation Service to provide a list of seven qualified arbitrators. The parties shall meet within seven working days after receipt of such a list. If the parties 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 seven and will repeat this procedure until one person remains who shall be the duly selected arbitrator. The order of striking names will be determined by a flip of a coin.

Section 2 – Conventional Arbitration Procedure.

- a. All costs, fees and expenses of the arbitration will be borne equally by Management and the Union unless specified differently elsewhere in the statute or this agreement. This includes the cost of transcripts of the hearing, should the arbitrator require one. It also includes the expense of any mutually agreed upon services obtained in connection with the arbitration proceedings. The parties are responsible for costs associated with obtaining transcripts for their use.
- b. Reasonable time during working hours will be allowed for Union representative(s) in accordance with Article 6, Union Representation and Official Time. All witnesses necessary for the arbitration will be on duty time.
- c. The arbitrator's award shall be binding on all parties. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.
- d. Any exception to an arbitration award shall be filed with the Federal Labor Relations Authority.
- e. In fashioning an award, the arbitrator shall not add to, subtract from, or otherwise modify any of the terms of this Agreement. The arbitrator's award shall also be in accordance with

- the terms of this Agreement, existing laws and regulations of appropriate authorities, published agency policies and regulations, and the Act.
- f. The arbitrator will be requested to submit a decision and award as quickly as possible. The arbitrator's decision and award shall be directed to the parties' representatives.

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ARTICLE 31 **CHILD CARE**

Section 1 – Policy and Purpose. The parties recognize that working parents may have special child care needs during working hours. The parties recognize the need for such parents to secure appropriate child care arrangements.

Section 2 – Eligibility. Civilian employees are eligible to participate in programs administered by the Employer's Child Development Center [CDC] in accordance with applicable guidelines.

Section 3 – CDC Home Day Care Activity. The head of the Employer or appropriate designee will provide inquiring employees with current listings of the CDC home daycare providers.

Section 4 – Privacy Act. All information provided to the CDC, which is required to participate in any CDC program, will be held as confidential and is covered by the Privacy Act.

Section 5 – Employee Needs.

- a. It is agreed that management will grant emergency annual leave requests and consider emergency requests for leave without pay brought about by unexpected changes in child care arrangements, contingent upon operational exigency.
- b. The Employer agrees to consider, in good faith, programs which may assist employees with child care needs; for example, part-time employment, job sharing, leave, flextime, etc.
- c. The Employer recognizes that it may be necessary for employees to contact child care providers during duty hours; use of a Government telephone is authorized for this purpose.

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ARTICLE 32

INVESTIGATIONS

Section 1 – Notice to Invoke Arbitration.

- a. An employee will be informed of the purpose, intent, and scope of private meetings/investigations requested and directed by the Employer. An employee has the right to have a Union representative present at any examinations of the employee by the Employer when the employee reasonably believes that disciplinary action will result, and that belief is communicated to the Employer. If the employee exercises his or her right to Union representation, discussion of this matter will be postponed until the arrival of the Union representative in cases where the Union representative cannot be released due to workload considerations.
- b. Investigations should consider all facts, circumstances, and human factors. An investigation should be conducted in a timely manner.
- c. All investigations will remain confidential and any release of information will be in accordance with any applicable rules, regulations and laws including the privacy act.
- d. When an employee has requested Union representation in an investigative proceeding, the Union representative may fully and actively represent the employee and is not limited to the role of an observer.
- e. An employee's representative may request a complete copy of all evidence used to support the Employer's action, under 5 U.S.C. 7114 (b). The Employer will provide a written explanation of any denial of information requested in a timely manner.

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ARTICLE 33 **FIREFIGHTER PERSONNEL**

Section1 – Hours of Work and Tour of Duty.

- a. Each twenty-four hour shift shall consist of 8 hours of work and 16 hours of standby time. The lunch and standby period for operations personnel will consist of two hours, for example one hour lunch and one hour standby. Actual work may include but not limited to roll call, inspection, and minor maintenance of fire apparatus; station maintenance; housekeeping of fire protection facilities; alarm watch; preparation of reports and records; organizing and training; make-work projects are not encouraged and self-help projects will be voluntary.

- b. Monday through Sunday are considered regularly scheduled work days for operations firefighters. However, on Saturdays, Sundays and squadron or wing down days when all scheduled details and training have been completed the Assistant Chief will authorize standby time for all firefighters. On federally recognized holidays, all operations firefighters will be placed on standby after the completion of roll call, vehicle inspection and station maintenance. Standby status is defined to include time in which an employee is "free to eat, sleep, read, watch TV, listen to the radio or engage in other similar pursuits in accordance with Title 5 CFR 550.143."

Section2 – Training.

- a. Except for mission related reasons (i.e. scheduling conflicts with other organizations, night and other special training requirements etc.), training exercises should be conducted whenever possible during the regularly scheduled duty hours. To maximize emergency response capabilities of bargaining unit employees and to promote employee occupational safety and health, management will attempt to schedule night time training exercises, including the re-servicing of fire equipment, as early as practical during hours of darkness. When management knows in advance that training is required for times other than during the duty day, bargaining unit employees may be compensated by permitting the appropriate number of hours between the hours of 0800 to 1600 to be used as standby time. The employer retains the right to schedule training as the mission requires.
- b. All training, exercises, classes and drills (i.e., aircraft arresting barriers, hangar training and timed emergency responses, etc.) should be conducted during normal duty hours, Monday through Friday. Saturday training sessions will be limited to aircraft arresting systems, live fire exercises, structural fire evolutions and make up training sessions (no more than 2 sessions will be scheduled) and should be completed prior to 1100. Scheduled training normally will not be conducted on Sundays or holidays except when absolutely necessary, i.e., serious backlog, new lifesaving procedures, etc., and should be scheduled prior to 1100. Adverse and extreme weather conditions will be considered before a decision is made to conduct training (i.e., hot pit fires, mass casualty exercises and other training exercises.)
- c. When the heat stress index reaches the extreme caution level, training will consist of helmets and gloves only. If the heat stress index is at or above the danger level, outside training will not be conducted and management will attempt to prevent or restrict participation in outside training planned or directed by authorities other than the Fire Protection Flight.
- d. All shift personnel will be required to participate in the training programs unless they are medically restricted.
- e. Management agrees to keep an adequate and up to date library on the sciences of fire fighting and related fields that pertain to firefighting.
- f. Management and the Union agree that adequate training should be provided to all firefighter personnel who are required to respond to situations covered by the Mutual Aid Agreement. Firefighter personnel who respond to situations covered by the Mutual Aid

Agreement should not be required to perform tasks for which they are not certified or otherwise qualified. Approved training will be at no cost to the employee either in the form of monetary expenses or leave time.

Section 3 – Schools.

- a. Management agrees to provide firefighters and lead firefighters with adequate information, when available, for firefighting schools conducted by DoD, local or outside agencies. Every reasonable effort will be made by management to send employees to training deemed appropriate and necessary.

Section 4 – Trading of Time and Kelly Days.

- a. It is understood and mutually agreed to by the parties that the practice of "trading of time" or trading "Kelly days" among firefighters and lead firefighters will be permitted provided the following conditions are met:
 - 1) Personnel exchanging duties must be of equal rank and certification level and/or have the particular skills necessary to perform one another's duties;
 - 2) The trading is done voluntarily by the Fire Protection Flight employees participating in the program on their own time;
 - 3) The reason(s) for trading will be because of personal matters and not because of Management's business operations;
 - 4) A record of all trading will be maintained by Management;
 - 5) An employee who exchanges duty time must be fit for duty when reporting to work;
 - 6) A complete turnover of responsibilities shall be made between the off going and on-coming employees at that time;
 - 7) The exchange will not result in increased entitlement to overtime compensation for either employee involved.
- b. Unit employees who wish to trade time or Kelly days will submit written requests to the Station Captain, which will be subject to approval by the Assistant Chief. The request will specify the exact dates and times of the trade and must occur within the same pay period. Requests will not be arbitrarily disapproved.
- c. It is understood that since the exchange of time is voluntary between the employees who trade, if as a result of an exchange or a proposed change, the employees disagree with the terms of the exchange, the employees must resolve the disagreement.

- d. Person for person early relief may be allowed as long as the two employees involved are of equal grade, qualification and certification level, and approval by the Assistant Chief is obtained. The practice of early relief will not in any way have an effect on the increase or decrease of compensable hours of either employee. The relief person is responsible for performing the duties of the employee who is relieved. Early relief will not exceed one hour.
- e. The Assistant Fire Chief must be notified two shifts in advance for trading time and two weeks in advance for trading Kelly days, except in emergency situations.

Section 5 – Physical Fitness.

- a. Subject to mission requirements, bargaining unit firefighters may exercise and utilize the weight room during the duty day to include times between 0800 and 1600 hours.
- b. Management will provide the employees with 2 sets of gray shorts, gray sweatpants, gray sweatshirts and gray shirts.

Section 6 - Updating Experience. When an employee accumulates 12 shifts of experience (1 month) to a different position or higher level skills and that employee holds the certification for the position, within a 12 month period the employee will initiate an OF 612, which will be signed by the immediate supervisor (Assistant Chief) and his immediate supervisor (Chief) and submitted to the civilian Personnel Flight to be added to the employee's records crediting him/her with the experience.

Section 7 – Station Policies or Station Changes. Changes in working conditions or policies affecting bargaining unit employees will be coordinated in advance through appropriate channels (civilian personnel and the Union).

Section 8 – Standby Time.

- a. During standby time, personnel will be able to wear the approved downtime uniform.
- b. It will be recognized that if employees have to respond to an emergency or standby the minimum of bunker pants will be worn.
- c. Except for Crash Vehicles, during the course of a work shift, firefighters may use firefighting vehicles to patronize on-base dining establishments located in the emergency response vicinity of Davis-Monthan AFB Fire Department.

Section 9 – Station Uniforms.

- a. The requirement and conditions for the station uniform and footwear for employees will be in accordance with applicable laws, rules and regulations.

- b. Employees will be provided a uniform allowance in accordance with applicable laws, rules and regulations (5 CFR591, Title 5).
 - 1) **Initial Allowance.** The initial allowance will be at the current rate and normally provided to the new employee within 30 days after being hired.
 - 2) **Annual Uniform Allowance.** The uniform allowance will be paid to employees at the current rate. Normally, the allowance will be paid to the employees no later than 30 days after the beginning of each calendar year.
 - 3) **Accessories.** Accessories for station uniforms shall consist of 1 hat badge; 2 breast badges; 2 sets of collar brass; 2 name tags; emblems; shoulder patches; EMT patches; and American flag. Accessories will be provided by management. Management agrees to allow employees to wear the AFGE pin on the station uniform.
- c. Management agrees to replace uniform item(s) damaged while on duty.

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ARTICLE 34 **OFFICIAL TRAVEL**

Section 1 – Compensation and Travel.

- a. When feasible, employee's TDY travel is scheduled during their basic workweek. It is recognized that situations may develop when the employee will be required to travel away from his/her official duty station outside his/her scheduled work hours. Travel shall constitute hours of employment for purposes of overtime entitlement when:
 - 1) It meets one of the conditions identified in Title 5 of the Code of Federal Regulations (CFR) 550.112 or,
 - 2) For a non-exempt employee, when it meets the conditions of 5 CFR 551.422 implementing the Fair Labor Standards Act (FLSA).
- b. Authorized travel expenses will be paid in accordance with the Joint Travel Regulation

Section 2 – Use of Privately Owned Vehicles (POV's). Authorized travel expenses will be paid in accordance with the Joint Travel Regulation

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ARTICLE 35 **OFFICIAL RECORDS**

Section 1 – Official Records and Files. All personnel records will be maintained or retained in accordance with law, rule or regulation.

Section 2 – Access to Records.

- a. The parties agree to comply with the provisions of AFI 33-332 when requesting access to records. Persons or their designated representatives may ask for a copy of their records in a system of records. Requesters need not state why they want access to their records. The identity of the requester will be verified to avoid unauthorized disclosures.
- b. An employee will be given the opportunity to review their AF Form 971 (EWF) upon request and will be required to initial as having reviewed the file. Initialing does not signify concurrence with the contents of the file.

Section 3 – Outdated Records.

- a. All official personnel records shall be purged and information disposed of in accordance with appropriate records control schedules and applicable agency instructions, such as AFI 33-332, chapter 7, paragraph 7.3.
- b. If any outdated or unauthorized material is inadvertently left in a 971 file, it may not be used to support any personnel action detrimental to the employees, and will be expunged upon discovery. Exceptions will be granted for purposes of litigation.

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ARTICLE 36 **TIMELY AND PROPER COMPENSATION**

Section 1 – Timely Receipt. Employees are entitled to timely receive all wages earned for the applicable pay period.

Section 2 – Errors in Payment. Employees will review their leave and earnings statements and notify their supervisors of any unexplained changes. When there is an error in payment, the Employer will advise employees of the procedures available. Upon the employee's request, the

Employer will provide the necessary forms for filing a request for waiver of all overpayment of pay and allowances received in good faith.

Section 3 – Electronic Funds Transfer. The parties agree that all employees will use direct deposit/electronic funds transfer [EFT] for salary payment.

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ARTICLE 37 **REPORTS OF SURVEY**

Section 1. Air Force employees can be held liable for the loss, damage, or destruction of government property proximately caused by their negligence, willful misconduct, or deliberate unauthorized use in accordance with AFM 23-220. Financial liability against an individual(s) will be assessed only after an official investigation has been conducted specifically for the purpose of determining the facts and the circumstances related to the loss, damage, or destruction of the property.

Section 2. Processing time limits for conducting investigations and interviewing personnel are established in AFMAN 23-220. Preliminary phase of investigations are to be completed within 15 days of discovery of the loss or damage. Initiation phase is normally to be completed within 30 days of appointing an investigating officer. The investigator must interview and obtain written statements from any persons with knowledge of the case if they are in the immediate area. This includes the person(s) who may have lost, damaged, or destroyed the property.

Section 3. A person held financially liable may appeal the findings of a Report of Survey. The appeal must be submitted in writing, and specifically state the alleged errors or discrepancy(s) in the Report of Survey. Appeals must be submitted to the approving authority within 30 days of the date the individual charged is originally notified of the assessed liability except as amended in AFMAN 23-220. The employee is entitled to a representative to assist in the appeals process if he/she so chooses.

Section 4. To protect evidence when property has been damaged, repairs will normally not be made until the surveying Officer's investigation is completed, unless the mission is impacted. Photographs may be taken of damaged property when the mission requires that repair of the property is essential to safe operation and any delay of repairs would adversely impact the mission.

Section 5. The employee has the right to request and receive copies of all records related to the financial responsibility in accordance with DODR 7000-14, Vol 1 and Vol 5. Debt Collection and established law, rules and regulations.

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ARTICLE 38
DURATION OF AGREEMENT

Section 1 – Effective Date. Upon completion of ratification, if required, and signatures by the parties, the agreement will be submitted for Agency head review in accordance with 5 U.S.C. §7114(c). The new collective bargaining agreement is effective on the date approved by the Agency head if approval is within 30 days following execution of the agreement by the Parties; or on the 31st day following execution of the agreement by the Parties if neither approved or disapproved by the Agency head in accordance with 5 U.S.C. §7114(c)

Section 2 – Duration of This Agreement.

- a. This Agreement shall remain in full force and affect for a period of [3] years after its effective date. It shall be automatically renewed for [1] year periods unless either party gives notice of its intent to open this Agreement. Such notice will be no less than [60] calendar days prior to the termination date of this agreement or any appropriate extension. Negotiations of the ground rules shall begin no later than [30] calendar days after these conditions have been met. Upon receipt of a contract re-opening notice from either party, official time shall be granted in any amount that the parties agree to be reasonable and necessary to prepare for contract negotiation ground rules.
- b. The present Agreement will remain in full force and effect during the re-negotiation of said Agreement, until such time as a new agreement is approved.

Section 3 – Reopening Agreement.

- a. Negotiations during the term of this agreement to add to, amend or modify this agreement may be conducted only by mutual consent of the parties.
- b. Arrangements for negotiating in accordance with Article 11, [Mid-term Bargaining].

ARTICLE 39

PUBLICATION AND DISTRIBUTION OF AGREEMENT

Section 1 – General

- a. After head of agency review and ratification by the Union, the employer will provide at no cost to the Union, 300 hard copies
- b. Copies of the Agreement shall be published in a booklet format and the parties shall mutually agree on the design of the cover.
- c. The Employer will make this agreement available on the Employer's web page.

Signed this 15th day of April, 2011 at Davis-Monthan Air Force Base, Arizona

FOR THE EMPLOYER

Commander
355th Fighter Wing (ACC)

FOR THE UNION

President
AFGE Local 2924

APPENDIX A REPRESENTATION RIGHTS AND DUTIES (WEINGARTEN RIGHTS)

Section 7114 (a) (1&2) of Title 5 U.S. C. is quoted below:

“(a)(1) A labor organization which has been accorded exclusive recognition is the exclusive representative of the employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering all employees in the unit. An exclusive representative is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.

(2) An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at--

(A) any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

(B) any examination of an employee in the unit by a representative of the agency in connection with an investigation if--

(i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(ii) the employee requests representation.”

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APPENDIX B DOUGLAS FACTORS

The Twelve (12) relevant factors set forth by the Merit System Protection Board are as follows:

1. The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain or was frequently repeated;
2. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;
3. The employee's past disciplinary record;
4. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;

5. The effect of the offense upon the employee's ability to perform a satisfactory level and its effect upon supervisor's confidence in the employee's abilities to perform assigned duties;
6. Consistency of the penalty with those upon other employees for the same or similar offenses;
7. Consistency of the penalty with any applicable agency table of penalties;
8. The notoriety of the offense or its impact upon the reputation of the agency;
9. The clarity with which the employee was on notice of any rules that were violated or if he had been warned;
10. Potential for the employee's rehabilitation;
11. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice, or provocation on the part of other involved; and
12. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

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APPENDIX C

OVERTIME ROSTER

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