

MEMORANDUM OF AGREEMENT
BETWEEN
LITTLE ROCK AIR FORCE BASE, ARKANSAS
AND
AFGE LOCAL 2066



Effective:

INDEX

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ARTICLE 1 – INTRODUCTION.

Section 1. AUTHORITY: This Memorandum of Agreement is executed pursuant to the exclusive recognition granted Local 2066, an affiliate of American Federation of Government Employees, (hereinafter referred to as the Union) by Little Rock Air Force Base, Arkansas (hereinafter referred to as the Employer).

Section 2. PURPOSE: The Employer and the Union hereby enter into a Labor-Management Agreement in order to promote and improve effective and efficient practices, programs, and working conditions.

Section 3. The Employer and the Union agree that a common interest exists in such matters as: conservation of manpower, materials and supplies; elimination of inefficiency and waste; improvement in the quality of workmanship and services; correction of conditions causing misunderstandings; and encouragement of courtesy, dignity and respect for all.

Section 4. The Employer and the Union agree that this Agreement constitutes the only negotiated agreement between them governing personnel policies and practices and matters affecting working conditions of the employees in the bargaining unit.

ARTICLE 2 – UNIT DESCRIPTION: The unit to which this Agreement is applicable is composed of all eligible Appropriated Fund Air Force employees on Little Rock AFB who are serviced by the Little Rock AFB Civilian Personnel Flight excluding management officials, supervisors, personnel employees other than those in a purely clerical capacity, professional employees and confidential employees. The Union accepts the responsibility for and agrees to represent in good faith the interests of all eligible employees in the unit without discrimination and without regard to membership in the Union

Section 1 - EXCLUSIVE RECOGNITION: The Employer recognizes the Union as the exclusive representative of all eligible civilian employees. The Union, as the exclusive representative shall be responsible for representing the interests of all eligible employees without discrimination and without regard to membership in the Union.

Section 2. The Employer and the Union agree to meet at reasonable times to confer or negotiate in good faith with respect to procedures for settlement of grievances over the interpretation or application of the contract, personnel policies and practices, and other matters.

Section 3. The Employer will honor and agree to meet and confer in good faith with the Union prior to implementing any changes to personnel policies and practices or matters affecting working conditions. The Union will be notified of any proposed changes and given reasonable time to negotiate the matter.

ARTICLE 3 – DEFINITIONS.

Section 1. Employee – a member of the bargaining unit described in Article 2.

Section 2. Management Official – a commander, manager, or supervisor, whether military or civilian.

Section 3. Union Official – an elected officer or appointed steward of AFGE Local 2066.

ARTICLE 4 – MANAGEMENT RIGHTS AND RESPONSIBILITIES.

Section 1. In the administration of all matters covered by 5 United States Code (U.S.C.), Chapter 71 and this Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in government-wide regulations; by published Employer policies and regulations in existence at the time the Agreement was approved; and, by subsequently published Employer policies and regulations required by law or by the regulations of appropriate authorities.

Section 2. The Employer shall take the action required to ensure that no interference, restraint, coercion, or discrimination is practiced within the unit to encourage or discourage membership in a labor organization.

Section 3. The Employer retains the right:

a. Subject to subsection b of this section, nothing in this Agreement shall affect the authority of any management official:

(1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

(2) in accordance with applicable laws--

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

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

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

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

b. Nothing in this section shall preclude the Employer and the Union from negotiating:

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

(2) Procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 5 - UNION RIGHTS AND OBLIGATIONS.

Section 1.

a. In all matters relating to personnel policies and practices and other conditions of employment impacting employees, the parties will have due regard for the obligations imposed by this agreement, the spirit, concepts and principles of partnership and Title 5 U.S.C., Chapter 71.

b. Each party shall recognize and meet with designated representative(s) of the other party on mutually agreeable items and at mutually agreeable times and places.

c. The Employer will not restrain, coerce, discriminate against or interfere with any Union representative in the exercise of his or her rights as a Union representative or as an Employee.

Section 2. The Union agrees to:

a. Represent the interests of all employees in the bargaining unit without discrimination and without regard to union membership.

b. Advise supervisors of potential problem areas with a view of improving working conditions and preventing employee complaints.

c. Advise employees to seek resolution of complaints through open and frank discussion with their immediate supervisors.

d. Advise employees on the merits of their complaints.

Section 3. The Employer recognizes the need for Union representatives who are not employees of Little Rock AFB to visit the installation at reasonable times to conduct official Union business. The Union agrees to notify the Civilian Personnel Officer or designee, when such representatives will be meeting with management officials. The Civilian Personnel Officer or designee will provide advice and assistance, including appointments with appropriate management officials as may be required.

Section 4. Union officials, stewards or other Union representatives will be considered for promotion to supervisory positions without regard to Union affiliation.

Section 5. Union officials who are assigned supervisory duties (through a Notification of Personnel Action (SF-50) documenting a detail, temporary promotion, or permanent promotion) will not participate in the management of the Union or act as a representative of the Union for the duration of the assignment. The Union official may request relief from the assignment on the same basis as other employees; mission requirements and the availability of other qualified employees will be considered. Requesting relief from a temporary assignment will not exclude the Union official from consideration for permanent assignment. Promotion to a supervisory position will not preclude the Union member from remaining a member in good standing of the Union, although the Union member will no longer be eligible for dues withholding as described in Article 39.

Section 6 – Notification of Changes in Conditions of Employment. The Employer will provide reasonable advance notice to the appropriate Union official(s) prior to changing conditions of employment of employees. Normally, all notifications will be in writing (hard copy or electronic) to the appropriate Union officials. The Employer will provide or make accessible reasonable, pertinent information/material regarding the proposed change.

Section 7 – Information. The Employer will provide the Union, upon request, with information that is normally maintained, reasonably available, and necessary for the Union to effectively fulfill its representational functions and responsibilities. In making its request, the Union will include specific information as to why it needs the information, how it will use the information, and how the use of the information relates to its responsibility to represent the bargaining unit, i.e., the Union will demonstrate a particularized need for the information. Then, the Employer will provide the information within a reasonable time and at no cost to the Union.

Section 8 – Notification of Union Officials. The Union may designate its own representatives. As changes occur, the Union will provide the Employer with an updated list of the names and daytime telephone numbers of all Union officials. The Employer will post this information on its web page, usually within 30 days of its receipt. The Employer agrees to advise all eligible new hires of this list and its location when they enter on duty.

Section 9 – Union-Employee Communication. Employer facilities will not be available for posting or distribution of libelous or defamatory material directed at the Employer, its programs, or Union officials. Posting of union/employee communications and material that is not internal Union business will normally be performed during non-duty hours.

Section 10 – Surveys and Questionnaires.

a. The Employer agrees that it will not directly communicate with Employees through electronic, written or oral means in an attempt to negotiate directly with its Employees concerning matters that are properly bargainable with the Union.

b. The Union agrees that the Employer has the right to gather information, including opinions, from Employees to ensure the efficiency and effectiveness of its operations. Upon receipt by the Civilian Personnel Flight, the Employer will provide the Union with an advance copy of the survey or questionnaire that will be used to gather this information. Union officials may address any concerns or suggestions to the Civilian Personnel Officer or designee, who will relay these to the appropriate management official with a request to consider the input.

c. Employees' participation in surveys and questionnaires will be voluntary, confidential, and anonymous unless otherwise directed by an appropriate authority.

d. The results of surveys conducted regarding conditions of employment will be shared, as the Civilian Personnel Flight receives the information. If an off-base agency conducts a survey and the results are distributed to the Civilian Personnel Flight, the results will also be shared with the Union.

Section 11 – New Employee Orientation. The parties agree that new employees will be informed of the Union and its exclusive representative status. The Union will be advised of in-processing dates and may choose to present information to new employees.

ARTICLE 6 – EMPLOYEE RIGHTS.

Section 1. The parties to this Agreement recognize that each employee has the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided by law or regulation, this right includes the right to act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to officials of the Executive Branch, the Congress or other appropriate authority.

Section 2 - Employee Concerns. Each Employee shall have the right to bring matters of personal concern to the attention of appropriate officials of Little Rock Air Force Base.

Section 3 - Employee Right to Grieve. The initiation of a grievance by an employee will not cause any reflection on his or her standing with his or her supervisor or his or her loyalty or desirability to the Air Force. Employees who file grievances and their Union representatives will be assured freedom from restraint, interference, coercion, discrimination, intimidation, or reprisal.

Section 4 - Employee Right to Duty Time. Employees will be granted duty time (if otherwise in a duty status) to represent themselves in any matter related to their employment as provided under the terms of this agreement or by applicable laws or regulations from an appropriate authority.

Section 5 - Employee Right to Designate a Representative. An Employee has the right to designate a Union Official or another representative of his or her choosing in any grievance or in any appeal action not covered by the grievance procedures of this Agreement.

Section 6 - Employee Membership. Nothing in this Agreement will require an Employee to become or remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary written authorization by the Employee for payment of dues through payroll deductions or by voluntary cash payment by the employee.

Section 7 - Employee Right to Representation.

a. An Employee shall be given the opportunity for exercising their Weingarten rights for Union representation at any examination conducted by a representative of the Employer in connection with an investigation if;

(1) the Employee reasonably believes that the examination may result in disciplinary action against him/her; and

(2) the Employee requests representation.

b. Supervisors are encouraged to advise Employees of this right to union representation prior to the investigation.

c. The Employer shall annually inform Employees of their Weingarten rights.

ARTICLE 7 – UNION REPRESENTATION.

Section 1. The Employer shall recognize officials of the Union and other persons specifically designated by the Union to represent the Union in dealing with management officials. The Union will appoint a Chief Steward and not more than one steward from the bargaining unit for every 50 permanent Employees (or portion thereof) in the bargaining unit.

Section 2. The Union shall be given reasonable advance notice and the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment.

Section 3. Union officials and stewards shall be authorized to be absent from their duty stations under the following conditions:

a. To attend officially requested and approved meetings between the Employer and the Union and/or aggrieved employee.

b. To attend all meetings as called for in this Agreement.

c. The Labor Relations Officer will assist in arranging such meetings for the Union representative's release from his or her duty section by contact with the representative's supervisor

ARTICLE 8 – OFFICIAL TIME.

Section 1. The Employer agrees to authorize official time to Union officials for representation purposes as specified below. Official time may only be used for functions listed or referenced in this agreement unless otherwise mutually agreed to by the parties or provided for by laws or regulations of appropriate authorities.

Section 2.

- a. The Union President (or designee) may be granted up to 450 hours official time on an annual basis to perform representation activities.
- b. A Union Official who desires to use official time must request permission from the immediate supervisor or designee. The official will provide the supervisor sufficient information to identify the purpose for the request, a telephone number or place he/she can be contacted and the length of time requested. If the supervisor cannot release the official at the time requested due to mission requirements, the supervisor and official will attempt to agree on a time when he/she may be released.
- c. Normally, Union officials will give supervisors at least one day's advance notice when requesting official time. When this is not possible, the official will make every reasonable effort to notify the immediate supervisor or his or her designee as soon as possible.
 - a. The Union representative will report his or her return to work to his or her immediate supervisor and certify as to the official time used.

Section 3. Use of official time is subject to the user being in a duty status and does not include TDY/travel time or pay unless specifically authorized by the Employer. Moreover, official time use is prohibited for the performance of any functions related to internal Union operations such as, but not limited to, solicitation of membership, Union elections, collection of dues, distribution of Union literature during duty hours, etc.

Section 4 – Official Time for Representation Functions. Unless otherwise specified elsewhere in this Agreement, Union Officials will be provided a reasonable amount of official time for the following functions:

- a. Assist an employee during an investigative interview at the request of the employee (Article 6)
- b. Attend meetings with the Employer relative to changes in personnel policies and practices affecting the working conditions of the employees in the unit. This includes “contracting-out” meetings to which the Union is invited. (Articles 5 and 14)
- c. Attend training as referenced in Section 5 below.

- d. Engage in collective bargaining with the Employer. (Article 42)
- e. Participate in arbitration proceedings as referenced in Article 38.
- f. Participate in Wage Surveys as an agent of the Employer and data collector. (Article 17)
- g. Serve as the employee's representative (if designated by the employee) during a position classification appeal (dispute over title, pay plan, series and/or grade) (Article 15)
- h. Prepare for and represent an employee in a grievance filed under the Negotiated Grievance Procedure in this agreement. (Articles 36 and 37)
- i. If designated by the employee, represent him/her in a statutory appeal to the Merit Systems Protection Board.
- j. Serve as an appointed member of the Labor-Management Partnership Council.
- k. Serve as the official Union observer during a grievance or appeal involving an Employee when the Union has not been designated as the employee's representative.
- l. To represent the Union in presenting the views of Employees to elected officials. This official time shall not be used, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before the Congress.
- m. Attend other meetings to which the Employer invites the Union.

Section 5 – Training. The Union receives 400 hours of official time for training per calendar year and the Union President is responsible for allocating the training time amongst their officials as deemed necessary. Union officials may be excused not to exceed an aggregate of 400 hours per calendar year without charge to leave in conjunction with attendance at training sessions under the following conditions:

- a. The training session must be sponsored by the labor organization
- b. The subject matter of such training must be of mutual concern to the Air Force and the employee acting in his or her capacity as a Union official where the Air Force's interest will be served by the employee's attendance. Areas of mutual concern include matters such as pay, working conditions, work schedules, employee grievance procedures, performance ratings, adverse action appeals, as well as Air Force policy and this Agreement.
- c. Official time will be granted for only that portion of the training and reasonable travel time that meets the foregoing criteria. Upon conclusion of the training that warrants use of official time, the employee should report for duty if there are four or more hours remaining in the employee's workday, exclusive of reasonable travel time. If training will resume the following day, round-trip travel time will be considered in making the above determination.

d. Absence of the employee must not jeopardize production or interfere with accomplishment of the activity's work.

e. Requests for official time under this section will normally be made in writing to the official's supervisor 14 calendar days in advance of the training session. A copy of the supervisor's approval should be provided to the Labor Relations Officer. The request must contain the name of Union official scheduled for training and the anticipated dates and hours of the training and related travel. Union officials will report actual dates and times to their immediate supervisors for inclusion on time sheets.

f. Requests for training time in excess of 400 hours in a calendar year will be presented in writing to the Civilian Personnel Officer or designee, providing the justification for the request and information about the training. The Civilian Personnel Officer (or designee) is authorized to approve the additional training time after consultation with appropriate management officials.

g. Time spent as an observer at arbitration or other statutory or legal hearings will be considered training, at the Union's request, and the requirements outlined above in this Section will apply.

ARTICLE 9 – UNION ACCESS TO INFORMATION.

Section 1. The Employer agrees to provide the Union access to unclassified Employer publications and other directives/instructions that are related to the working conditions, personnel policies, practices and conditions of employment of the employees in the bargaining unit. The Employer and the Union agree that the Union's primary access to these publications shall be through electronic means from the Union official's normal computer work station, including the printing of a reasonable number of pages. If the Union is unable to access these publications and notifies the Civilian Personnel Officer or designee, the Employer will provide a hard copy of the publication in a reasonable amount of time.

Section 2. Upon request of the Union and within a reasonable period of time, the Employer agrees to furnish a listing of employees containing name, classification (pay plan, series, grade), and organization/office to which assigned. Unless mutually agreed upon, such listing shall be provided every six months.

ARTICLE 10 – EQUAL OPPORTUNITY.

Section 1 – Equal Opportunity in Employment.

a. The Union and the Employer agree to further equal opportunity in employment for all persons and endeavor to assure that no one is discriminated against because of race, religion, color, sex, national origin, age, marital status, handicap, or other non-merit factors and to

promote the full realization of equal employment opportunity through a positive and continuing effort. The Employer and the Union agree that sexual harassment is strictly prohibited.

b. The Parties agree to actively work for the accomplishment of the objectives and goals of equal opportunity through a continuing affirmative program.

c. At least 30 days in advance of the required completion date of affirmative employment program plans, the union will be asked for input regarding the plan's goals and objectives.

d. In accordance with regulations from the appropriate authority, the Employer will make a reasonable effort to utilize available positions to accommodate handicapped employees.

e. The Employer will make every reasonable effort to ensure facilities used by employees will be accessible to handicapped employees in accordance with public law.

f. The Union shall have access to normally maintained and reasonably available reports and other assessments of equal opportunity progress.

Section 2 – Equal Employment Opportunity (EEO) Program (Counseling and Complaints).

a. The Employer agrees to publicize and post the names, business telephones and business addresses of EEO Counselors and the Chief EEO Counselor. Employees should contact a Counselor for additional information on the EEO program or to express concerns about EEO issues.

b. Employees may pursue discrimination concerns solely through the EEO Complaint Process. EEO issues may not be grieved under the grievance procedures of this agreement.

c. The Employer agrees to notify the Union when an EEO Counselor vacancy exists. The Union will then have the right to submit a list of qualified nominees to be considered for the vacancy. It is understood that the nominees must be willing to serve, meet qualifications set by appropriate laws and regulations and have their supervisor's approval. Management agrees to give consideration to those qualified nominees submitted by the Union. The final decision on the appointment of EEO Counselors will be at the discretion of the Wing Commander or designee.

Section 3 – If annual DEOCS briefing is held, Union Officers shall be invited to gain overall knowledge on the annual outcome of climate assessments. At the very least, slides will be forwarded to the Union by the Labor Relations Officer.

ARTICLE 11 – FILLING CIVILIAN POSITIONS.

Section 1 - Principles for Filling Positions. The purpose of this Article is to ensure vacancies in the bargaining unit will be filled based on merit and without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, disabling condition, age or sexual orientation. The supervisor, in conjunction with the Civilian Personnel Flight, will consider all appropriate legal sources and determine the one(s) that will

provide sufficient high quality candidates to meet the needs of the Air Force. This determination will depend on factors such as the position being filled, the circumstances that exist on Little Rock AFB, potential job market, and AF guidance. The existence of priority candidates (such as DoD Priority Placement Program) may limit the supervisor's options.

Section 2 - Merit Promotion. Employees will be given promotion consideration in accordance with the Air Force Merit Promotion Program described in 5 CFR 335 and AF Manual 36-203. In filling continuing vacant positions in the bargaining unit through merit promotion, the normal area of consideration will be DoD-wide.

a. Interviews. Individuals serviced by Little Rock AFB Civilian Personnel Office who are formally certified for promotion to a continuing bargaining unit position will be interviewed except as follows:

(1) The individual is employed under the immediate supervision of the selecting official

(2) Within the last 90 days, the selecting official has interviewed the candidate for the same or like position, with basically the same qualification requirements as the position being filled

(3) The candidate cannot be reached within five days (excluding weekends and holidays) from the first interview conducted. In this case, the supervisor may select without interviewing the unavailable candidate.

b. An employee's use of approved leave will not be a factor in consideration for promotion.

c. Employees occupying formal or apprentice-type (targeted) positions will be excluded from competitive promotion consideration up to and including the target grade of the positions to which they are assigned. Promotion to the target grade is contingent on the higher-level work being available at the time of promotion eligibility. If the higher-level work is no longer available, the employees will not be retained on a core document showing that target grade.

Section 3 - Merit Promotion Process.

Employees on permanent appointments apply for promotion, reassignment, and voluntary change to lower grade through the internet at www.usajobs.gov. Employees must self-nominate for vacancies when they are announced. Qualification requirements/assessment criteria on how candidates will be evaluated will be listed on each Job Vacancy Announcement.

Section 4. When designated as a personal representative by a grievant, a union official will be permitted, in accordance with applicable law and regulation, to post audit all locally available relevant records used to rank and select candidates for the grieved merit promotion action. The union official must provide a written request for post audit to the Civilian Personnel Officer or designee within 15 calendar days after the employee became aware of his or her non-selection.

ARTICLE 12 – DETAILS.

Section 1. The Employer retains the right to detail and loan Employees within and between organizational elements for specified periods of time. Employees will normally return to their regular duties at the end of the details. There are no formal position changes; officially, the Employees continue to hold the positions from which detailed and keep the same status and pay. If the Employee's services continue to be required in the detailed position, the detail will be extended or other appropriate personnel action taken. Employees do not need to meet Office of Personnel Management qualification standards in order to be detailed unless there is a minimum education, certification, or licensure requirement. These requirements may not be waived.

Section 2. It is agreed that details shall be used for meeting temporary needs of the Employer when necessary services cannot be obtained by other desirable or practical means. It is recognized that details may be made appropriately under circumstances such as, but not limited to a temporary shortage of military or civilian personnel or an emergency work situation.

Section 3. Details longer than 30 days should be documented on the Air Force Form 971, Supervisors Employee Brief.

Section 4. Selection for detail assignments will be fair and equitable in relation to all Employees available for detail. Such matters as assignments that enhance qualifications, offer promotion possibilities, or entail other benefits will be fully considered.

Section 5. Provided that the Agency has advance notice of the need for a detail, the Union will be given notice at least fifteen (15) workdays in advance before detailing a Union Officer, Official, or Steward, other than a detail at that employee's request.

ARTICLE 13 – REDUCTION IN FORCE (RIF) AND FURLOUGH.

Section 1. The Union shall be promptly be advised when the Employer receives official notice or the possibility of a notice of a reduction in civilian manpower that may affect bargaining unit employees.

Section 2. The Employer agrees to provide to the Union, as soon as available, the reason for the action, the numbers, types, and grades of the Employees involved and the anticipated effective date of the action. The Employer will give the Union an opportunity to bargain implementation of the action. The Employer agrees to use existing vacancies to the maximum extent possible in order to minimize the impact on Employees.

Section 3. The Employer, consistent with mission requirements and applicable laws and regulations, will make a maximum effort to waive qualification requirements in assignments to vacant positions before and during reductions-in-force. The employer shall accomplish the goals otherwise achieved by a RIF through attrition and cost reduction efforts if possible before abolishing positions. To the extent that is practicable and without interfering with the

accomplishment of the mission, the Employer will resort to a RIF only after all other means have been exhausted.

Section 4. Employees who were placed in different positions through waiver of qualification requirements will receive the training necessary to perform their newly assigned duties.

Section 5. An Employee affected by RIF or their designated representative may inspect available RIF records pertaining to the Employee.

Section 6. Any career or career conditional Employee, who is separated because of a RIF, will be placed on a reemployment priority list in accordance with applicable rules and regulations. Such Employees will be given preference for rehiring in both temporary and permanent positions. Accepting a temporary position should not alter the Employee's rights to be offered permanent employment.

Section 7. If VERA/VSIP opportunities are offered to employees, the Agency will provide detailed information and explain eligibility requirements and the application processes. The effects of VERA/VSIP on benefits coverage will be presented. A representative of the Union will be invited to attend any VERA/VSIP briefings held. Time shall be reserved at the end of the Agency briefing to allow Union Officers to notify bargaining unit employees of future meetings.

Section 8. Employee Verification. The Agency will notify employees in person as far in advance as possible of an anticipated RIF. It is recommended that a management official also be available to attend when employee is notified of impending RIF. Employees need to review their personnel records and ensure they are complete and accurate concerning:

1. Veterans preference;
2. Performance ratings of record;
3. All periods of federal civilian and military service;
4. Completed training;
5. Current licenses and certifications;
6. Experience gained outside Federal service.

Section 9. Furloughs

If the Agency places an employee(s) on furlough for more than 30 days, if possible, the employee may be given the option to serve the furlough on a continuous basis.

ARTICLE 14 – CONTRACTING OUT.

Section 1. The Employer will inform the Union of A-76 cost comparison or direct conversion projects when formally notified of higher headquarters approval or when a locally directed cost comparison study is formally initiated. This may include contracting out reviews conducted under A-76 procedures and work that is directly converted to contractor performance.

Section 2. Contracting out and the release of information regarding contracting out will be in accordance with applicable laws and regulations. However, any dispute concerning the interpretation or application of OMB Circular A-76 will be governed by the A-76 appeals process rather than the negotiated grievance procedure.

Section 3. Subject to procurement requirements, the union may participate in an advisory capacity on the cost comparison management steering group. The union may provide technical support to the team members developing the Performance Work Statement and the Quality Assurance Surveillance Plan, as long as those involved are not prohibited due to conflict of interest considerations.

Section 4. The Union will be invited to public bid openings related to A-76 studies.

ARTICLE 15 – POSITION DESCRIPTION/CORE PERSONNEL DOCUMENT, STANDARD CORE PERSONNEL DOCUMENT & CLASSIFICATION:

Section 1 - PD/CPD/SCPD.

The PD/CPD/SCPD will document major duties, responsibilities and supervisory relationship of the position for the purpose of classification (determination of title, pay plan, series and grade). All employees are entitled to a complete and accurate position description which clearly states the major duties and responsibilities of the position. This document should be provided to the employee at the time of assignment. The Agency will apply newly issued OPM classification and job grading standards within a reasonable period of time. The Agency will consider the Union's oral or written views concerning occupational classification standards.

Affected employees will be provided timely notice of personnel management evaluations conducted by either the Agency or OPM that will involve classification audits of bargaining unit positions. Employees shall have the right to Union representation in all phases of the classification process, including desk audits. The Agency will notify the Union as soon as possible when substantive changes will be made in the duties and responsibilities of positions due to reorganization. The Union will be provided with copies of current and new standards.

The phrase “other related duties as assigned” and other phrases having similar meaning should not be used to regularly assign work reasonably outside the scope of the unit/flight’s mission. Additional duties regularly occurring at a majority of units or flights, including, but not limited to, Safety Monitor, GPC Cardholder, Timekeeper, etc. are appropriate assignments of additional duties reasonably related to the unit or flight’s mission.

Section 2 - Disagreements over PD/CPD/SCPD and/or Classification.

a. An Employee who feels their PD/CPD/SCPD is inaccurate should bring the matter to the attention of the supervisor for discussion. Should the supervisor be unable to resolve the matter to the Employee's satisfaction, the accuracy of the document should be reviewed in accordance with the negotiated grievance procedure. Upon request, the Employer will furnish a copy of the document to the Employee or their designated representative.

b. Classification appeals will be processed in compliance with the requirements of appellate authorities at the Department of Defense, the Office of Personnel Management, and the Air Force Personnel Center. The Employee and his or her representative will be allowed a reasonable amount of duty/official time to prepare and submit an appeal.

c. The Employer will provide the Employee and the Union written notice of position reclassification action if it will have an adverse impact on the Employee's grade.

d. If an employee has a question concerning his/her classification or position description, he/she is entitled to discuss the position description with the supervisor. If the employee wishes to pursue the matter further, they may request a desk audit if allowable within established guidelines. Prior discussion with an Agency official is advised however is not required before an employee either requests a desk audit or files a grievance or classification appeal.

ARTICLE 16 – WAGE SURVEY. The Employer agrees to notify the Union when it receives information on the starting date of a wage survey and vice versa. Should an Employee train with or serve on the wage survey team, entitlements for TDY/travel will be determined in accordance with the Joint Travel Regulation. Wage Grade Survey Team will include one Union Officer (if pay plan equates to allowable selection by Wage Survey Committee) and up to two Wage Grade employees, to be selected by the Union and coordinated with the Labor Relations Officer. While assigned to the Wage Grade Survey, the team will report to the Local Wage Grade Survey Committee for location and daily work schedule.

ARTICLE 17 – SCHEDULING OF WORK.

Section 1 – Terms explained.

a. The Air Force administrative workweek begins at 0001 Sunday and ends at 2400 on the next following Saturday.

b. The regular tour of duty for Employees is five eight-hour days, Monday through Friday.

c. An uncommon tour of duty may be established when necessary for efficient operations or when the cost of operations can thus be reduced without imposing undue hardship on Employees. An uncommon tour of duty is any scheduled 40-hour basic workweek that:

- Includes Saturday or Sunday or both, or
- Has four workdays or less in the administrative workweek, or
- Has six workdays in the administrative workweek.

d. Alternative Work Schedules (AWS) are made up of flextime, maxi-flex, or compressed schedules. Employees work 80 hours in a pay period but do not have a regular tour of duty as described above. The three types of schedules cannot be combined.

e. Flextime schedule is a supervisory approved work schedule under which the Employee may adjust starting and quitting times between 0600 and 1800 as long as he/she is present for work during core hours, other than lunch period. Core hours for daytime work are 0900 - 1500. Unless absence has been officially authorized, Employees must be present during these hours. Working time remains eight hours per day and forty hours per week. The supervisor may restrict an Employee's choice of arrival, lunch, and/or departure times if the Employee's choices are disruptive.

f. Compressed Schedule is a supervisory approved work schedule under which the Employee completes an 80-hour biweekly basic work requirement in less than 10 workdays. Two variations are authorized: Four ten-hour days each week or eight nine-hour days and one eight-hour day.

g. Maxi-Flex Schedule is a supervisory approved work schedule under which the basic work requirement for this schedule must contain core hours each day worked and be performed in less than 10 workdays in the bi-weekly pay period. An Employee may vary the number of hours worked or the number of hours each week within the limits established by the supervisor and the organization.

Section 2 – Alternative Work Schedules (AWS).

a. The goal of AWS is to allow management officials to meet their program/mission goals while allowing Employees more flexibility in scheduling their personal activities.

b. An Employee who desires to begin an AWS must submit a plan to his or her supervisor describing how his or her work will be accomplished during his or her absence.

c. Initial or continued participation in AWS is at the discretion of the supervisor. AWS may not be implemented or continued if the Employee's participation will result in any decrease in productivity or increase in manpower costs.

d. Before disapproving an AWS request or discontinuing an Employee's existing AWS, the supervisor must consider the facts and statistical evidence that shows adverse impact on mission accomplishment and provide that information to the employee. Upon request, the supervisor will

provide the facts and evidence to the Civilian Personnel Officer and the Union President, or their designees. If the Union is not satisfied with the explanation, the matter will be elevated through the Employee's chain of command to the Group Commander or equivalent. The decision of the Group Commander (or equivalent) is final.

Section 3 - Scheduling of Work.

a. Unless an emergency arises, Employees will normally be given at least two week's advance notice when they are assigned to a different tour of duty or to different hours of duty, except as provided under a flexible work schedule. Commanders may grant an exception to this advance notice when circumstances require. Commanders will assure that changes in established work schedules are kept to a minimum and made only when necessary to resolve operational problems.

b. All changes in duty hours or tours of duty will be approved by the supervisor or management official and entered into AATPS and any other timekeeping system required.

c. Pre-shift and Post-shift duties may be considered hours of work if determined by the Employer to meet government-wide regulatory standards. When pre-shift or post shift duties cannot be made part of the regularly scheduled workday, the extra time for which overtime may be paid to an Employee will normally not exceed 30 minutes a day.

d. At any time, Employees may request that their work schedules be changed with the beginning of the next pay period. Supervisors will consider approving the requests as long as the changes do not interfere with mission requirements or adversely affect other Employees, whether they are in the bargaining unit or not.

e. Full-time Employees will normally have a 60-minute unpaid lunch period scheduled near the mid-point of the workday. With the supervisor's approval, Employees may shorten the unpaid lunch period to 30 or 45 minutes. Employees may not elect to skip the unpaid lunch periods and leave work early. However, an Employee directed to work through the lunch period will be compensated in accordance with applicable rules and regulations. If an Employee's lunch period is frequently interrupted by call back to duty, the lunch period will be considered duty time and the Employee will be compensated for that workday as if directed to work through the lunch period.

f. Supervisors will normally grant short rest periods, not exceeding 15 minutes during each four hours of continuous work in the regular workday, when it will not adversely affect mission accomplishment. Breaks may not be combined with the lunch period or be taken in conjunction with the beginning or end of the workday. No separate breaks will be given for tobacco-use purposes.

g. In assigning shift work, supervisors will normally rotate such shifts among the Employees of the work area who usually perform that type and level of work. Consistent with the requirements of the Employer, efforts will be made to allow Union officials to work between the hours of 0600 and 1800 during their terms of office.

ARTICLE 18 – OVERTIME.

Section 1. The need for and the requirement to assign overtime work is a retained right of the Employer. Overtime will be minimized consistent with the needs of the Employer and accomplishment of the Employer's mission.

Section 2. When overtime is deemed necessary by the Employer, management officials will, where possible, notify employees in advance to avoid personal hardships. Overtime work will not be assigned as a reward or a penalty but will be distributed as equitably as possible among all qualified Employees. The Employer will give consideration to all pertinent circumstances, including Employees' personal situations and desires, when assigning overtime work.

Section 3. If the work situation permits, Employees scheduled to work at least two hours of overtime as an extension of their regularly scheduled workdays will be given a short rest period, not to exceed 15 minutes. Such rest breaks will not be used to shorten the overtime period of work. Except for emergencies, Employees will not normally be required to work more than eight hours of overtime as extensions of their regularly scheduled workdays.

Section 4. An Employee required to perform irregular or occasional overtime work on a day when work was not scheduled for him/her, or for which he/she is required to return to the regular place of employment, will be credited with a minimum of two hours of such work for premium pay, either in money or compensatory time off. The Employee will be excused from duty as soon as the Employer determines the Employee's services are no longer required.

Section 5. Normally, Employees will not be assigned overtime work consisting of duties below the Employees' grade levels for the sole purpose of denying overtime work to Employees who normally perform those duties. This does not prevent the Employer from assigning regular or overtime work to any Employee or supervisor as the Employer determines appropriate.

ARTICLE 19 – HOLIDAYS.

Section 1. The Employer agrees that Employees are entitled to all holidays granted them by law, regulation and/or Executive Order. The Union agrees that assignment of holiday work is the right of the Employer. The Employer agrees to keep assignment of holiday work to a minimum consistent with accomplishment of the mission.

Section 2. Employees assigned holiday work will be given as much advance notice as possible. However, the Parties agree that Employees must may accept holiday work on short notice due to unforeseen requirements or fluctuations in the workload unless the supervisor is able to assign the holiday work elsewhere in the event the employee does not wish to work or possibly delay the work. An Employee who has volunteered for and who has been assigned holiday work may be released from such an assignment if it does not adversely impact the mission, provided:

- a. the Employee has submitted a timely request for such a release ; or
- b. the Employee has provided an acceptable reason for the request; or
- c. Another qualified Employee volunteers for the assignment or another qualified volunteer is available for the assignment to the holiday work.

Section 3. Higher graded Employees will not be used to perform holiday work in duties below their normal duty level for the sole purpose of denying holiday work to lower graded Employees as long as qualified lower graded Employees are available and willing to perform the work.

Section 4. An Employee who is assigned to duty on a holiday is entitled to pay for at least two hours of holiday work. The Employee will be excused from duty as soon as the Employer determines the Employee's services are no longer required.

Section 5. The Employer will make every reasonable effort to avoid assignment of holiday work to any Employee who has taken or intends to take approved leave in conjunction with the holiday.

ARTICLE 20 – LEAVE ADMINISTRATION.

Section 1 - Annual Leave.

- a. Employees are granted accrued annual leave to allow them time off for vacations and for personal and emergency purposes. The use of annual leave is a right of the Employee in that the Employee is either given an opportunity to use the annual leave, or to the extent permitted by law, is paid for it at the time of separation.
- b. Except in cases of emergency, annual leave must be requested by the Employee and approved by the appropriate leave-approving official in advance of the absence. Supervisors should consider Employees' desires and personal convenience as well as the work situation when approving leave requests. They must not make arbitrary decisions to deny leave. However, the supervisor authorized to approve leave makes the final determination as to the scheduling and the amount of annual leave granted at any specific time.
- c. At the start of each leave year, Employees should submit annual leave requests to supervisors for review and tentative approval for advanced planning purposes. Employees are given the opportunity to update and amend annual leave forecast dates throughout the leave year. Supervisors should establish leave schedules early in the leave year and notify Employees of any changes in the tentative approvals as work requirements change. Employees are encouraged to schedule all use-or-lose annual leave.
- d. An Employee should normally request annual leave for emergency reasons within one hour after the start of the Employee's workday by contacting the immediate supervisor or designee by phone or text. Employees are responsible for ensuring they are aware of their unit's notification procedures (phone or text) should an emergency arise. If the supervisor and the

designee are unavailable to accept the leave request, the Employee must leave a message with the person accepting the call identifying reasons for the absence, the anticipated duration, and the location where the Employee can be reached. This call will meet the requirements of this section. If the request is disapproved, the Employer will advise the Employee of the reason for denial.

Section 2 – Leave without Pay (LWOP). LWOP is a temporary non-pay status and an authorized absence from duty granted upon the Employee’s request, or when the Employee has insufficient annual or sick leave, or compensatory time available to cover an approved absence. Leave without pay cannot be imposed as a penalty. An employee does not have to exhaust annual leave before requesting LWOP. However, if Employee has use or lose annual leave, Employee’s LWOP may be disapproved until use or lose annual leave is exhausted if not forecasted to be used.

Section 3 – Sick Leave.

a. Employees shall earn and be granted sick leave in accordance with applicable laws, regulations and instructions.

b. Approval of sick leave for prearranged medical appointments will be secured from the Employer as far in advance of the absence as possible.

c. An Employee’s request to take Family and Medical Leave will be granted subject to the requirements established by the Employer.

d. Employees should request sick leave by contacting their immediate supervisor or designee by phone or text as soon as possible after the start of their regular workdays. Employees are responsible for ensuring they are aware of their unit’s notification procedures (phone or text) should an emergency arise. Normally, notification will be not later than one hour after the start of the Employees’ workday. The Employee will inform the supervisor or designee of the anticipated duration of the absence and will continue to keep the supervisor updated on a daily or as needed basis depending on the circumstances mutually agreed upon between the supervisor and the Employee. If the supervisor and designee are unavailable to accept the leave request, the Employee must leave a message with the person accepting the call identifying reasons for the absence, the anticipated duration, and the location where the Employee can be reached.

e. Sick leave of more than three consecutive workdays must be supported by medical documentation (or other administratively acceptable documentation for absence) unless the supervisor specifically waives this requirement. For Employees on standby tours scheduled on a “24 hours on, 24 hours off” basis, sick leave of more than two consecutive 24-hour periods is considered equivalent to “three consecutive workdays” for purposes of sick leave administration.

Section 4 – Identification and Correction of Sick Leave Abuse.

a. Except for personal or family exposure to contagious disease, medical documentation is normally not required for absences of three consecutive workdays or less.

b. When there is a reason to believe that an Employee is abusing sick leave, medical documentation may be required for absences of three consecutive workdays or less. This can be made a recurring requirement only when the Employee has been previously informed in writing of the requirement. The requirement will be reviewed after six months to determine if it should be continued or rescinded.

c. The Union recognizes the importance of sick leave and the obligation of the Employee to use it only when incapacitated for the performance of duty by sickness, injury or other valid reason. The Union, therefore, agrees to support the Employer in its efforts to eliminate unwarranted or improper use of sick leave.

Section 5 - Advance Sick Leave for Serious Disability or Illness. In cases of serious disability or illness, Employees may be advanced up to 30 workdays of sick leave per leave year, or equivalent for uncommon tours of duty. This request will be approved or disapproved in writing. Employees will normally use any annual leave that may be subject to forfeiture at the end of the current leave year before using advance sick leave.

Section 6 – Excused Absences. Absences (time off with pay) shall be in accordance with applicable laws, regulations and instructions.

Section 7 – Court Leave. Court leave is leave of absence from duty without loss of pay or charge to annual leave to (a) perform jury duty in a federal, state, or municipal court or (b) to serve as a witness when summoned (subpoenaed) on behalf of any party in connection with any judicial proceeding to which the United States, the District of Columbia, or a state or local government is a party. If an Employee serving as a witness or juror is excused or released by the court, he/she is expected to return to duty unless this would be impractical. In determining whether an Employee should return to duty, the amount of time remaining in the workday, any special need for the Employee’s services, the distance involved, and the transportation available shall be considered. An Employee is not expected to return to work if less than two hours of the Employee’s workday remains.

Section 8 – Administrative Leave.

a. The Installation Commander, or designee, may issue administrative orders to excuse Employees from duty (unless Employee has pre-approved paid leave scheduled) due to emergency situations or severe weather conditions that may produce traffic hazards unusually dangerous to health and safety. Severe weather conditions developing during the night or before an Employee’s work hours shall not ordinarily be the basis for absence from work.

b. The parties recognize that there are certain essential operations that cannot be suspended or interrupted even though it may be necessary to excuse some Employees for all or part of a day. To avoid confusion, organization commanders and responsible management officials will identify those positions that must continue to be manned under all weather conditions for reasons of health, safety and national security. Employees occupying these positions are designated as “emergency” Employees. Employees will be made aware of the

requirement placed on them for reporting to or remaining at their work sites in emergency situations.

Section 9. Employees elected or appointed to a Union office who are to serve as a delegate to a Union convention necessitating a leave of absence shall be granted annual or leave without pay under the provisions of this Agreement governing the granting of leave.

Additional Information On This Program May Be Found In AFI 36-815

Some topics covered are:

Restoring Annual Leave

Leave Without Pay

Court Leave

Voting

Blood Donations

Absences related to travel

Family and Medical Leave

Advance Sick Leave

Military Leave

Hazardous Weather Dismissal

Brief Periods of Tardiness

Consulting with EEO Counselors

Voluntary Leave Transfer Program

Leave for Bone Marrow/Organ Donation

ARTICLE 21 – EMPLOYEE DEVELOPMENT AND TRAINING.

Section 1. Consistent with its needs, and within available resources, the Employer will support Employee development and training. Union recommendations to enhance this program will be duly considered. The Union agrees to support the Employer in the administration of regulations and instructions related to this program.

Section 2. At its discretion, the Employer shall provide Employees on-the-job training to the extent that such training is in the best interest of the Employer and the duties of the Employees concerned are compatible with that training.

Section 3. Supervisors will identify, validate, prioritize and request training courses that can aid in achieving the mission of the Employer. Examples of situations that might warrant this training include technology or mission changes and movement of displaced Employees into positions for which they are not fully qualified.

Section 4. Upon request, the Employer will inform and counsel Employees on self-development opportunities applicable to the Air Force development and training program.

Section 5. Employee attendance at training courses will be in accordance with established regulations and instructions.

ARTICLE 22 – TRANSPORTATION. An Employee who needs the use of a vehicle to perform his or her assigned duties (i.e., to distribute or pick up supplies, mail, etc.) will normally

have transportation provided. If such transportation is not provided, he/she will be reimbursed as provided by applicable regulations. The official use of privately owned vehicles will be kept to a minimum.

ARTICLE 23 – CAMERA INSTALLATION:

Section 1. A request to install new security cameras in work centers where bargaining unit civilian employees are assigned will be coordinated as follows. It is agreed the sole purpose of cameras will be to facilitate work processes and safety of personnel.

Section 2. Package must include justification (internal security practice, funding, manpower, etc), Draft 332 showing request for CE install approval, Draft signage showing the area is under 24-hour surveillance at each entry, layout showing where cameras will be installed.

ARTICLE 24 - FIRE DEPARTMENT SPECIAL PROVISIONS

Section 1. Within the confines of the fire station, Employees will be permitted to use standby time for personal activities appropriate to the work site, which may include sleeping.

Section 2. Employees will wear prescribed uniforms and maintain grooming standards in accordance with Air Force regulations and local policies. Uniform allowances will be provided in accordance with AF guidance. These instructions cover all authorized clothing items to include station wear uniforms, items worn under personal protective equipment, physical training clothing, and leisure (down-time) apparel.

Section 3. Management will make a reasonable effort to conduct training between the hours of 0900 and 1800 with the exception of night training required to meet the standards as prescribed in applicable Air Force Instructions/Pamphlets. Activities not dealing with fire fighting, rescue or other related duties will be minimized during inclement weather for safety and health reasons.

Section 4. The physical fitness program shall be administered according to Air Force Instructions/Pamphlets.

Section 5. For Employees on “24 hours on-24 hours off” work schedules, sick leave of more than two consecutive 24-hour duty periods must be supported by medical documentation (or other administratively acceptable documentation for absence unless the supervisor specifically waives this requirement.

Section 6. Employees must become certified at the next higher level of the DoD Fire and Emergency Services Certification Program to be eligible for promotion to that level. Entry-level Employees (GS-3, 4, or 5) entering the DoD workforce must become certified at the appropriate level within 12 months.

ARTICLE 25 - VOLUNTEER AND CHARITABLE PROGRAMS.

Section 1. Both the Union and the Employer will provide the other reasonable advance notice of the initiation or discontinuance of voluntary programs.

Section 2. The Employer agrees to conduct charity drives and volunteer programs in accordance with appropriate regulations.

Section 3. The parties agree that Employee participation in programs such as the Combined Federal Campaign, blood donor drives, and other worthy projects will be on a voluntary basis. The principle of true voluntary giving will be upheld. In no instance will the Employer exercise reprisal action or pressure on an Employee who does not want to contribute or participate. This does not preclude publicizing such projects and encouraging Employees to contribute or participate.

Section 4. The Employer will enlist the participation and support of the Union and utilize the services of Employee volunteers to assist in campaigns where possible.

Section 5 – Blood Drives. The Employer encourages its Employees to volunteer as blood donors without compensation. Employees must obtain approval from the supervisor or designee in advance before volunteering as donors. If the workload permits, 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. Normally, recuperation time should begin immediately following blood donation. The maximum excusable time should not exceed four hours, except in unusual cases. When the Employee must travel a long distance or when unusual need for recuperation occurs, up to an additional four hours may be authorized. This provision does not cover an Employee who gives blood for the Employee's own use or receives compensation for giving blood or blood products. Employees who volunteer but are rejected as donors for that visit must return to duty or elect paid leave.

ARTICLE 26 – DRESS AND APPEARANCE.

Section 1. Employees will be expected to comply with reasonable dress and grooming standards based on comfort, productivity, health, safety, and type of position occupied. Due to the diversity of work functions and locations, appropriate dress standards may vary significantly. Employee attire will be in good repair and should not be considered offensive, disruptive, or unsafe.

ARTICLE 27 – SAFETY AND HEALTH.

Section 1.

a. Each Employee is primarily responsible for his or her own safety and for knowing and observing safety rules and practices.

b. The Employer will:

(1) Make every reasonable effort to provide Employees with a safe and healthy work environment

(2) Assure that Employees exposed to hazards through their work are provided appropriate safety and health training that the Employer determines is necessary. Such training will include instruction concerning the hazards, proper work methods to be used, proper use of protective measures and equipment, and any applicable regulations or standards. Initial training should occur before the Employee is required to perform the work.

(3) Provide emergency diagnosis and first-aid treatment for on-the-job injuries

(4) Assure anonymity and protection from restraint, interference, coercion, discrimination, or reprisal for those Employees who report an unsafe or unhealthy working condition, act, procedure or equipment or who otherwise participate in an Employer occupational safety and health program.

c. The Union and the Employer agree to:

(1) Encourage Employees to comply with all health and safety requirements of the Employer and to support the Employer's determinations in safety matters

(2) Cooperate in the continuing effort to eliminate accidents and health hazards

d. Employees, union representatives, supervisors and management officials are individually responsible for prompt reporting of observed unsafe or unhealthy acts, equipment, procedures or conditions to supervisors and/or the Safety Office.

Section 2 – Protective Clothing, Equipment and Tools.

a. The Employer will furnish, maintain, and require the use of protective clothing, equipment, and prescription safety glasses, and steel toe boots and work gloves when environmental conditions or safety factors warrant them and they are authorized and approved by Air Force directives and the unit Commander or supervisor since the Employer receives the primary benefit from these non- personal items. The Employer will issue insulated coveralls or insulated bib overall and jacket to protect Employees whose duties normally require them to work in cold temperatures for extended periods. The Employee will use furnished items only in an official capacity and will not remove them from the base without permission from the appropriate management official.

b. Except as provided immediately above, each Employee is responsible for furnishing personal clothing necessary for warmth and comfort.

c. Employees will use protective clothing, equipment, and other items furnished by the Employer.

Section 3 – Inspections and Investigations.

a. The Union will be informed and encouraged to participate in “noticed” Air Force or outside agency inspections/surveys of Employees’ work areas. During the course of such inspection, any Employee may bring to the attention of the inspector or Union representative, any unsafe or unhealthy working conditions. The Union may provide written input for consideration. The Union may review inspection/survey reports provided to the work area supervisor.

b. When the Employer conducts an investigation of an on-duty accident involving or impacting Employees, the Union will be informed of the corrective actions required as a result of the investigation.

Section 4.

a. An employee should immediately notify his or her supervisor if the employee:

(1) has a reasonable belief that a job to which he/she has been assigned poses an imminent risk of death or serious bodily harm or damage to property and

(2) has a reasonable belief that there is not sufficient time to reduce or eliminate the risk through normal procedures.

b. If the supervisor agrees, the supervisor will delay the assignment and make every effort to correct the situation.

c. If the supervisor does not agree and the Employee still feels the problem is not corrected, the Employee has the right to contact the Wing Safety Officer or Environmental Health Service and/or the Union.

d. If the determination is made that no such danger exists, the Employee will continue with the work assignment. If the Employee is still dissatisfied with the decision, he/she may initiate an official hazard report and elevate the matter in accordance with applicable laws and regulations.

Section 5 – Reporting and Dealing with Unsafe/Unhealthy Working Conditions.

a. The Employer agrees to respond as quickly as possible to Employee reports of unsafe and unhealthy working conditions, acts, procedures or equipment. The Employer agrees to assess and, if necessary, respond to the report with corrective action. Any Employee or union official is authorized to request an inspection of the workplace when he/she believes an unsafe or unhealthy condition exists.

b. The Employer agrees to post notices of hazardous conditions discovered in the workplace. This notice shall be posted at or near the location of the hazard and shall remain

posted until the cited condition has been corrected. Such notices shall contain a warning, description of the unsafe condition, and interim control measures.

c. The Employer agrees to act promptly to reduce or eliminate unsafe or unhealthy working conditions. When this cannot be accomplished, the Employer agrees to develop a plan setting forth a timetable for action and a summary of interim steps. Employees exposed to such conditions shall be informed of the plan. The Union will be provided a copy of the plan for comment and shall be informed as the plan is implemented.

Section 6 - Ground Safety Meetings. When there is to be a Base Ground Safety meeting, the Union shall be given an opportunity to be present.

Section 7 – Immunizations. The Employer will provide training and protective equipment and clothing to employees who are likely to be exposed to blood-borne pathogens, wastewater and/or sewage. The Employer will offer medically appropriate immunizations/boosters for additional protection, at no cost to the Employee. The Employee must accept the offered immunizations or decline the offer in writing.

Section 8. Physical Examinations and Assessments.

a. Protection of Employee Health. The Employer and the Union agree that periodic physical examinations and assessments are essential to safeguard the health of those Employees whose work may subject them or others to significant health or safety risks due to occupational or environmental exposure or demands.

b. Fitness to Operate Government Motor Vehicles. At least once every four years IAW AF Regulations, the employees assigned unit designee (i.e. Vehicle Control Officer, Unit CC) will insure that Employees who operate Government-owned or leased vehicles are medically able to do so without undue risk to themselves or others. The Unit Commander or designee will obtain the Employee's self-evaluation of physical fitness (OF 345 or similar). If there is a question about the Employee's ability to safely operate a motor vehicle, the Employee may be referred for a medical examination at the Employer's expense. If the Employee is found to be physically fit to safely operate a motor vehicle, the Unit Commander or designee will notify appropriate base officials of the determination and forward the medical information (OF 345) for filing in the Employee's Medical File. If the Employee is not found to be physically fit to safely operate a motor vehicle, the Employer will take action only in accordance with applicable laws, rules and regulations.

c. Periodic Occupational Health Examinations. The Employer will identify specific positions covered by the medical evaluation program and notify (in writing) Employees occupying those positions of the reasons for including the positions in the program. Medical requirements for the examinations/monitoring will be determined by qualified medical personnel using authoritative references such as OSHA and DOD standards and input from the supervisors of covered positions. The Medical Group will keep a civilian medical file (electronic or paper) on Employees who are in covered positions and require a pre-employment physical. Employees in covered positions must report for scheduled no-cost periodic examinations and/or medical

monitoring to identify early changes in health status and/or to detect evidence of exposure including subtle biologic changes. In addition, an Employee may submit medical documentation from his or her personal physician or practitioner for review and consideration. Any issues arising from the examinations/monitoring will be handled in accordance with applicable laws, rules and regulations

ARTICLE 28 - BASE-WIDE TOBACCO USE.

Section 1. The Union joins the Employer in refraining from tobacco use as it promotes wellness of Employees. The AF is committed to providing an environment that does not facilitate initiation or continued use of tobacco. Employees who are non-users of tobacco, as well as customers visiting the base, are entitled to work and conduct their business in a tobacco-free environment. Tobacco includes but is not limited to vape-mod, cigars/cigarettes, e-cigarettes, pipes, hookahs, smokeless products that are chewed, dipped, or sniffed. While on authorized break time or non-duty time, Designated Tobacco Areas (DTAs) are provided and will be utilized by Employees who are tobacco users. There are no additional break times or longer break times given to employees who chose to utilize the DTA.

ARTICLE 29 – ON-THE-JOB INJURY PROGRAM.

Section 1. The Office of Workers' Compensation Programs (OWCP) administers the federal on-the-job injury program as described in the Federal Employees' Compensation Act (FECA). The Air Force Personnel Center will process claims filed by Employees and perform other administrative tasks as required by OWCP, including publicizing the program to Employees. The FECA contains specific provisions for payment of several types of benefits, including compensation for wage loss, schedule awards, medical and related benefits, and vocational rehabilitation services for conditions resulting from injuries sustained in performance of duty while a covered federal Employee.

Section 2 - On-the-Job Injury or Illness.

a. When an Employee suffers an on-the-job injury or illness in the performance of duties, he/she will report it to his or her supervisor as soon as possible. The supervisor will counsel the Employee on procedures for filing a claim for benefits and assist if necessary. The Civilian Personnel Office will assist the supervisor and Employee (providing them Air Force Personnel Center contact information.) The Air Force Personnel Center will inform the Employee on the type of benefits available.

b. The Parties agree that an injured Employee is obligated to return to work as soon as possible. This may include returning to work at the Employee's normal work site or usual position or returning to work at other locations and in other positions. In general, the Employer will make all reasonable efforts to place the Employee in his or her former position or an equivalent position, including reasonable accommodations due to the Employee's limitations.

c. The Employer will provide training as necessary when an Employee is placed in another position due to physical limitations, as prescribed by applicable law and regulation.

Section 3 - Review of Records. An Employee will be permitted to review documents relating to the Employee's Claim for Compensation located at the Air Force Personnel Center as well as any that may be locally maintained.

ADDITIONAL INFORMATION ON THIS PROGRAM
MAY BE FOUND IN
20 CFR PARTS 10 AND 25

ARTICLE 30 - SUBSTANCE ABUSE PREVENTION AND CONTROL PROGRAM.

Section 1. The Union and the Employer jointly recognize alcoholism and drug abuse as illnesses that are treatable. In addition, the parties recognize that alcoholism or drug abuse problems may cause other personal problems such as financial, family, and performance problems. It is in the best interest of the Employee, the Union and the Employer that these illnesses be prevented, treated and controlled.

Section 2. The Employer's main concern is alcoholism and drug problems that may cause poor attendance or unsatisfactory performance on the job. The Employer's program strives to improve the health, productivity, and overall quality of the civilian force and enhance total force readiness by:

- a. preventing, reducing and controlling substance abuse
- b. advising and training managers, supervisors, and Employees on how best to address substance abuse issues
- c. referring Employees to rehabilitative services and treatment on a space available basis
- d. restoring Employees to full effectiveness.

Section 3. Normally, the Employee will be referred to this program before disciplinary action is proposed or initiated. Employees who are identified and participate in the Substance Abuse Control Program may, upon approval from the immediate supervisor or designee, use appropriate sick or other leave to seek assistance.

ARTICLE 31 - PERFORMANCE APPRAISAL SYSTEM.

Section 1. The performance appraisal system shall, to the extent practical, provide an accurate and objective evaluation of job performance. Each Employee's evaluation will be based on the established performance plan and aligned with the organization's mission/goals. Position Descriptions shall serve as the basis for establishment of performance plans. Performance plans will consist of performance elements and performance standards and contain a minimum of one (1) performance element/standard. All Performance Elements shall be critical. Performance plans are management tools and may be revised throughout the performance cycle. Revised standards require a minimum 90 day evaluation period. Management shall provide assistance to Employees in meeting performance standards.

Section 2. A critical element is a work assignment or responsibility of a position that is of such importance that unacceptable performance on the element would result in a determination that the Employee's overall performance is unacceptable. It is identified through a thorough review of the position's requirements.

Section 3. Additional work outside of the critical elements may be required, but not included in the performance plan. The additional work shall be considered a part of the employees duties and align with the organization's missions/goals. The additional work may describe a dimension or aspect of individual, team, or organizational performance that is not a critical element. A written standard is not required for the additional work and shall not be used in assigning an overall summary rating of record, however employees are accountable for execution of additional duties.

Section 4. Performance standards must be developed for each critical performance element, defining at least fully successful performance. Performance elements and standards will be documented in the MyPerformance tool (or other AF system) utilizing DD2906 as the framework form. The Employee will acknowledge receipt of the performance plan in MyPerformance and may print a hard copy DD2906, if desired.

Section 5. At least one progress review of the Employee's performance against all the elements and standards of the performance plan will take place during the appraisal period, normally at midpoint. My Performance/DD2906 will be used to document this review and may be filled out prior to and/or during the review with the Employee. The progress review is a private communication between rating official and Employee. Employee will acknowledge progress review in MyPerformance and may print a hard copy DD2906, if desired.

Section 6. An Employee's annual performance rating shall be based on the documented elements and performance standards in the established performance plan. The annual rating of record shall be in writing. The Employee will acknowledge receipt of the annual rating in MyPerformance and may print a hard copy DD2906, if desired.

Section 7. As long as Union officials have performed their job description duties for the minimum time required by law and regulation, the Union officials will not be penalized in their ratings for carrying out their representational functions under the terms of this Agreement and the provisions of the statute.

ARTICLE 32 – AWARDS. Management will give due consideration to Employees in granting awards. Management will consider the Union's concerns and suggestions regarding the performance awards program.

ARTICLE 33 – RECORDS ON EMPLOYEES.

Section 1 – Supervisor's Employee Brief (AF Form 971).

a. The AF Form 971 and any attachments are management official's personal and confidential records of an Employee's performance and conduct. The Parties agree that access to the AF Form 971 will be limited to the Employee concerned and persons having an official need to know. The supervisor will ensure that the AF Form 971 is protected from unauthorized access.

b. Entries on the Supervisor's Employee Brief (AF Form 971) resulting from informal meetings, discussions or briefings relative to instructions and established Employer policies and practices are not in themselves considered disciplinary. Such entries may be used for proving the Employee's knowledge of the subject of the entry.

c. All entries concerning any matter relative to any disciplinary action or that could be used to support future disciplinary action will be recorded on the AF Form 971 after the matter has been discussed with the Employee and Employee's response has been given due consideration. These entries may be made by memo attached to but referenced on the AF Form 971 or made directly on the AF Form 971. The entries will be entered in the presence of the Employee at the time of the discussion or shown to the Employee shortly thereafter. The Employee will be given the opportunity to read, initial, and date any such entries. The Employee's initials will not be construed as agreement or disagreement with the entries. The Employee's initials will only indicate that the Employee is personally aware of the entries.

d. Six (6) months after an Employee has been orally admonished, he/she may request a meeting with the supervisor to discuss deletion of the oral admonishment notations from the AF Form 971. If the situation warrants, the supervisor is strongly encouraged to remove the notations.

e. Twelve (12) months after an Employee has received a letter of reprimand, he/she may request a meeting with the supervisor to discuss deletion of the letter of reprimand from the AF Form 971. If the situation warrants, the supervisor is strongly encouraged to remove the letter of reprimand.

f. Notations made in accordance with c above may be removed earlier than specified above at the discretion of the supervisor.

Section 2 – Official Personnel Folder. The Employer agrees to the extent compatible with accessibility and laws or regulations to allow Employees and their designated representatives to review the Employees' electronic records and print a reasonable number of pages. Employees may inspect their electronic records on duty time provided they have first obtained approval from their immediate supervisor. If information needed is not available in the Employee's electronic records, the Civilian Personnel Flight will assist the employee with requesting the information from the Air Force Personnel Center or other repository.

ARTICLE 34 – ALTERNATIVE DISPUTE RESOLUTION (ADR).

Section 1. The Employer and the Union are committed to the use of ADR problem solving methods to foster a good labor/management relationship and to resolve Employee workplace disputes as effectively, efficiently, and quickly as possible. To this end, the Parties agree to support the ADR program as described in Little Rock Air Force Base Alternative Dispute Resolution Plan.

Section 2 – Program Information.

- a. ADR is an informal process, which seeks early resolution of disputes. It should focus on conflict resolution and interest-based problem solving. Parties to ADR should agree to resolve the dispute in a non-adversarial environment.
- b. Participation in the ADR process is voluntary but highly encouraged. It should be undertaken in good faith and not circumscribed by formal rules and regulations.
- c. ADR techniques include but are not limited to mediation, facilitation and fact-finding. The techniques may be combined if all involved parties agree.
- d. A request for ADR does not replace or take the place of remedies available through other dispute resolution programs or this Agreement. However, disputes resolved by written agreement cannot be raised in other forums, dispute resolution programs, or as elsewhere provided by this Agreement unless either participant fails to comply with the agreement.
- e. The Union and the Employer may, upon written request and concurrence of the participants, review a written resolution agreement. ADR resolutions shall not be precedential unless it is so agreed by the Employer and the Union. Resolutions under ADR cannot conflict with or supersede laws, regulations, agency instructions, and this Agreement.

Section 3 – Rights and Responsibilities.

- a. The Employer and the Union will inform Employees and management officials of the availability of ADR to resolve disputes. They agree to encourage the use of ADR except for the most egregious or frivolous matters.
- b. Employees may use the ADR process to resolve individual concerns. Employees may request a representative to assist in presenting their concerns and views.

ARTICLE 35 – DISCIPLINARY AND ADVERSE ACTIONS.

Section 1. Discipline is the right of the Employer. The Employer agrees to administer discipline for good cause and in accordance with the provisions of this Agreement and applicable laws, regulations, policies and instructions. A disciplinary action will be taken only if the Employer determines it will promote the efficiency of the Air Force. The less severe forms of discipline are oral admonishments and written reprimands. The more severe forms (that are also defined as adverse actions) are suspensions and removals.

Section 2 – Investigative Interviews. Before taking disciplinary action against an Employee, the Employer will consider all available pertinent facts for and against the Employee.

- a. If the Employee requests union representation before or during an investigative interview, no further questioning will take place until a union official is present. If the Employee does not

request union representation, the interview may continue. Supervisors are encouraged to advise Employees of their rights to union representation.

b. All interviews, inquiries, and matters relative to discipline of an Employee shall be conducted as privately as possible and in such a manner as to minimize personal embarrassment to the Employee.

Section 3 – Timeliness of Disciplinary Action. The Employer will make every reasonable effort to propose and decide on disciplinary action in an expeditious manner.

Section 4 – Notices of Proposed Disciplinary Action. Disciplinary actions other than an oral admonishment will be proposed in writing. Notices of proposed disciplinary action will include specific information on the reason for the proposed action and the Employee's rights, including the right to request an extension of the time to reply. Upon receiving the Employee's reply (if any) and gathering any other pertinent information, the Employer will issue a written decision as promptly as possible.

Section 5 – Notices of Final Decision. Notices of final decision will specifically state the decision reached and inform the Employee of his or her rights, such as the right to appeal or grieve the action, as appropriate.

Section 6 – Oral Admonishments. The Employer will orally inform the Employee of the reason and the events that led to the admonishment being considered. The Employee will be given an opportunity to answer and express his or her views on the matter. The Employer will consider the Employee's answer and any explanations offered before making a decision. If the Employer decides to issue an oral admonishment, the Employee will be told why and will be told that he/she is being disciplined by receipt of an oral admonishment. The Employer will document the admonishment on AF Form 971. The Employee may file a grievance at Step 2 of the negotiated grievance procedure (must be filed within 14 calendar days following the date of the oral admonishment).

Section 7 – Written Reprimands.

a. The Employer will present a written notice when proposing a reprimand. The notice will specifically state the reason for the proposed action.

b. The Employee may respond orally, in writing, or both within 14 calendar days following receipt of the proposed action.

c. Following receipt of the Employer's final decision, the Employee may file a grievance at Step 2 of the negotiated grievance procedure. The grievance must be filed within 14 calendar days following receipt of the written reprimand.

Section 8 – Suspensions of 14 Days or Less.

- a. The Employer will present a written notice when proposing a suspension of 14 days or less. The notice will specifically state the reason for the proposed action.
- b. The Employee may respond orally, in writing, or both within 14 calendar days following receipt of the proposed action.
- c. Following receipt of the Employer’s final decision, the Employee may file a grievance at Step 3 of the negotiated grievance procedure. The grievance must be filed within 14 calendar days following receipt of the decision to suspend.

Section 9 – Removals or Suspensions of More than 14 Days.

- a. The Employer will present a written notice of proposed removal or suspension of more than 14 days. The notice will specifically state the reason for the proposed action.
- b. The Employee may respond orally, in writing, or both within 14 calendar days following receipt of the proposed action.
- c. Following receipt of the Employer’s final decision, the Employee may file a grievance at Step 3 of the negotiated grievance procedure. The grievance must be filed within 14 calendar days following receipt of the decision. The Employee may have the right to appeal to the Merit Systems Protection Board as an alternative to filing a grievance; the decision letter will inform the Employee of that right, if applicable.

Section 10 – Records of Disciplinary Actions. Records of disciplinary action will be made, maintained and removed in accordance with appropriate regulations and Article 33 of this agreement. Only recorded disciplinary actions may be used as a basis for future disciplinary actions. Records of disciplinary actions that are to be removed as a result of a grievance or appeal decision shall be removed within the timeframe specified in the decision. The supervisor’s records of disciplinary action may be removed at any time at the discretion of the immediate supervisor.

ARTICLE 36 – GRIEVANCES (GENERAL INFORMATION).

Section 1.

- a. The purpose of this article and Article 37 is to provide a mutually acceptable method for prompt and equitable settlement of grievances. Every effort will be made to settle grievances expeditiously and at the lowest level of supervision.
- b. Nothing contained in this Article and Article 37 shall be construed to deprive any Employee(s) of the rights guaranteed him/her by provisions of the statute.

c. Employees, their representatives and witnesses must be free from restraint, interference, coercion, discrimination or reprisal in presenting grievances and in giving testimony.

d. The filing of a grievance shall not be construed as reflecting unfavorably on an Employee's good standing, his or her performance, or his or her loyalty or desirability to the organization.

e. Any Employee or group of Employees has a right to present grievances on their own behalf. The Union, however, reserves the right to be present at any adjustment.

Section 2. Except as excluded in Section 3 of this Article, a grievance means any complaint:

- a. by any Employee concerning any matter relating to the employment of the Employee,
- b. by the Union concerning any matter relating to the employment of any Employee; or
- c. by any Employee, the Union, or the Employer concerning:

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

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

Section 3. A grievance does not include a complaint concerning:

a. any claimed violation relating to prohibited political activity, Title 5 U.S.C., Chapter 73, Subchapter III;

b. retirement, life insurance, or health insurance;

c. a suspension or removal for National Security reasons, Section 7532, Title 5 U.S. Code;

d. any examination, certification, or appointment relating to initial employment;

e. the classification of any position which does not result in the reduction in grade or pay of an Employee in the bargaining unit;

f. an action to demote or separate Employees serving trial or probation periods;

g. any matter which has been processed or appealed previously under a statutory appeals or complaint system;

h. non-selection for promotion from a group of properly ranked and certified candidates;

i. written notices of proposed disciplinary actions;

j. non-adoption of a suggestion or disapproval of a quality step increase or a performance award;

k. action terminating a temporary promotion within a maximum of two years and returning the Employee to a position at his or her permanent grade, either to the position from which temporarily promoted or to a position of like grade;

l. actions taken under the Personnel Security Program,

m. decisions governed by 5 CFR 351, Reduction in Force, or

n. allegations of discrimination or reprisal because of race, color, religion, sex, national origin, age or handicap. These allegations must be pursued through EEO procedures.

Section 4 – Exclusive Procedure. Except as provided in Article 34, Alternative Dispute Resolution, Article 37 and subsequent sections of this Article, this procedure shall be the exclusive procedure available to the Employer, the Union and the Employees for resolving grievances.

Section 5 – Appeal or Grievance Option.

a. An aggrieved Employee affected by a removal or reduction-in-grade based on unacceptable performance or other adverse action may, at his or her option, raise the matter under the appropriate statutory procedure or this negotiated grievance procedure, but not both.

b. An Employee shall be deemed to have exercised his or her option to raise a matter either under the appropriate statutory procedure or under this negotiated grievance procedure at such time as the Employee timely files under the appropriate statutory procedure or timely files a grievance in accordance with the provisions of this negotiated grievance procedure, whichever event occurs first.

Section 6 – Questions of Grievability. Either the Union or the Wing Commander or designee may declare a grievance non-grievable by providing the opposing party a final written decision within 14 calendar days after receipt of the grievance. All disputes of grievability shall be referred to arbitration as a threshold issue in the related grievance. Only if the Arbitrator determines that the issue is grievable will he/she hear the merits of the grievance.

Section 7 – Employee Grievance Rights. Employees have the right to:

a. File a grievance under this Negotiated Agreement without discrimination or regard to labor organization membership using all steps herein (not including arbitration) as long as all time limits are observed; and

b. Represent himself/herself in any grievance within the terms of this Agreement, as long as the Union is given an opportunity to be present during the grievance proceedings; or

c. If not representing himself/herself, designate in writing a representative of his or her choice. The selection cannot result in a conflict or apparent conflict of interest or be incompatible with law or the official duties of the representative.

Section 8 – Solicitation of Complaints or Grievances. Neither Employees nor representatives of the Union will solicit complaints or grievances from other Employees.

Section 9 – Disposition of Grievances.

a. If more than one grievance is raised in which the issues are similar or the same, such grievances will be joined and processed as a group grievance. The disposition of the group grievance shall effectively resolve all such issues/grievances.

b. The Employee, Union or Employer may terminate a grievance at any time by giving written notice to the Civilian Personnel Officer or the Union President (or their designees).

c. The Employer may terminate a grievance if the Employee or Union fail to attend scheduled meetings to discuss the grievance or fail to provide requested information at the grievant's disposal relating to the grievance.

d. If the Employer fails to attend scheduled meetings to discuss the grievance or otherwise fails to comply with this grievance procedure, this will be considered a negative decision and the grievance may proceed to the next higher step of this grievance procedure. However, only the union can invoke arbitration in accordance with Article 37.

e. All parties agree that grievances, once processed under this Article and Article 37 and involving the same individual(s) and the same facts, will not be resubmitted as long as any agreed-upon resolution has been applied.

Section 10 – Documentary Evidence.

a. Documentary evidence and/or written statements from Employees having pertinent knowledge on the event being grieved may be submitted at any step of this procedure. Employees and/or their designated representatives will be afforded the opportunity to privately discuss their cases with such Employees who agree to the private meetings.

b. The Employer will maintain and protect the contents of the grievance file in accordance with agency instructions on files maintenance/disposition. Both parties agree to protect grievance information and files against inadvertent disclosure to unauthorized personnel.

Section 11 – Duty/Official Time Allowed for Grievances.

a. An Employee presenting a grievance will be authorized time as follows:

(1) The Employee may use up to eight hours of duty time per grievance preparing and/or processing the grievance. Upon approval by the Union President and the Civilian Personnel Officer (or their designees), the grievant may use additional duty time. The grievant will advise his or her immediate supervisor of any need for using duty time. Time spent in meetings under the control of the Employer will not be charged against the authorized time.

(2) In no event will an Employee be paid overtime for preparing and/or presenting a grievance.

b. The Union will be authorized official time as follows:

(1) A total of 16 hours per grievance. Upon request of the Union President or designee, the Civilian Personnel Officer or designee may authorize additional official time.

(2) The Union official will advise his or her supervisor of any need for using official time for Union representation duties. The Union official will promptly inform his or her supervisor of the official time used so the supervisor can maintain accurate records that account for the total time spent on the grievance. The union official will provide sufficient information to his or her supervisor to differentiate the grievance from any other grievance.

(3) Union officials will not be paid overtime for performing representational duties.

c. The Union official will contact the supervisor of an Employee and obtain permission to talk to the Employee during the Employee's duty time. The union official will advise the Employee's supervisor of the nature of the business with the Employee. If the union official's or Employee's supervisor believe that work related circumstances preclude the union official from leaving or entering the work area, he/she shall explain the reasons and advise the union official when he/she shall be able to leave or enter the work area.

ARTICLE 37– NEGOTIATED GRIEVANCE PROCEDURE.

Section 1 – Employee Grievances.

a. Any Employee who believes that he/she has a potential/possible grievance may, at his or her option, attempt to meet with the immediate supervisor in an effort to resolve the problem at any time after the occurrence of the event. An Employee may, at his or her option, contact a union representative to discuss the complaint prior to meeting with the supervisor.

b. Employees who want to be represented by a union representative must designate the representative in writing prior to being represented. Thereafter, all further communications concerning the grievance will be made through and between the designated representative and the appropriate supervisor.

c. When an Employee meets with the supervisor but the problem is not resolved to the Employee's satisfaction, the Employee may file a grievance under the provisions of this Article.

d. At any step of the grievance procedure at the election of either party, the grievant and his representative and an appropriate management official may meet in an attempt to resolve the grievance.

Section 2 – Union or Employer Grievances. The Union or the Employer may initiate grievances, in writing, by presenting grievances to the Civilian Personnel Officer or designee for referral to the Wing Commander or designee (Union Grievance) or to the Union President or designee (Employer Grievance) within 14 calendar days following the date of the event that gives rise to the grievance. Any grievance must contain the information required by Step 1 of the negotiated grievance procedure. If the matter is not resolved, the grieving party may refer the matter to arbitration in accordance with Article 38. Either party may request a meeting within seven calendar days after the filing of a grievance to discuss the matter.

Section 3 – Time Limits.

- a. All time limits in this Article may be extended by mutual consent of the Parties.
- b. Failure of the Employer to meet time limits under this procedure shall authorize the grievant or representative to elevate the grievance to the next step.
- c. Failure of the grievant or representative to meet time limits under this procedure terminates the grievance procedure.

Section 4 – Expedited Grievance Procedure. Grievances on written decisions to take the following personnel actions will be filed at Step 3 of the grievance procedure described in Section 5 below: suspension or removal from federal service for disciplinary reasons; removal from federal service based on unacceptable performance, or reduction in grade based on unacceptable performance. The grievance must be filed within 14 calendar days of receipt of the written decision and in accordance with the Step 3 procedures described in Section 5 below.

Section 5 – Negotiated Grievance Procedure.

- a. STEP 1:
 - (1) A grievance initiated at Step 1 must be presented within 14 calendar days following the occurrence of the event that gives rise to the grievance or the date the Employee became aware of the event.
 - (2) Grievances must be submitted in writing to the lowest appropriate level supervisor having knowledge of and the ability to resolve the grievance (in most cases this will be the immediate supervisor).
 - (3) The grievance must include:

- Name of Employee,
- Name of representative, if any, and telephone number,
- Employee's duty section,
- Date the event occurred and description of the event,
- Statement of grievance by Employee to include applicable references,
- What adjustment is expected,
- Employee signature, and
- Representative's signature, if any.

(4) Within 14 calendar days of receiving the grievance, the supervisor will provide a written decision to the Employee or his or her representative, if any.

b. STEP 2:

(1) If not satisfied with the Step 1 decision, the Employee may present the grievance to the next-level supervisor within 14 calendar days following receipt of the Step 1 decision.

(2) Within 14 calendar days of receiving the grievance, the next-level supervisor will provide a written decision to the Employee or his or her representative, if any.

c. STEP 3:

(1) Within 14 calendar days following receipt of the Step 2 decision, the Employee may present the grievance through the Civilian Personnel Officer or designee to the 19th Mission Support Group Commander or designee. The Civilian Personnel Officer will promptly forward the grievance file to the 19th Mission Support Group Commander or designee.

(2) The 19th Mission Support Group Commander or designee shall furnish the Employee a written decision within 14 calendar days following his or her receipt of the grievance and grievance file.

(a) If the matter is resolved, the written decision will be signed by the Employee, the Employee's representative (if any), and the Civilian Personnel Officer or designee.

(b) If the matter is not resolved, the Union may refer the grievance to Arbitration in accordance with Article 38.

d. STEP 4: The Union or the Employer may refer grievances not satisfactorily resolved at Step 3 to arbitration in accordance with Article 38 of this Agreement.

ARTICLE 38 – ARBITRATION.

Section 1.

a. A grievance may be submitted to binding arbitration under two circumstances:

(1) If either party declares a grievance non-grievable in accordance with Article 36, Section 6, the other party may request arbitration.

(2) If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, then either party may request arbitration.

b. The arbitration request, referring the issue to binding arbitration, must be in writing, signed by the Union President or designee for the Union, or the Wing Commander or designee for the Employer.

c. The arbitration request must be mailed (or sent by electric means) within 30 calendar days after receipt of the letter declaring the grievance non-grievable or the letter of final decision on the grievance. A copy of the arbitration request must be sent to the other party at the same time.

Section 2 – Selecting Arbitrator and Hearing Date.

a. Within five calendar days of receipt of a list of arbitrators from the Federal Mediation and Conciliation Service, the requesting Party will provide a copy of the list to the other Party and arrange a time and place for the mutual selection of the arbitrator.

b. Upon meeting, each Party will alternate striking one name from the list until only one name remains. A flip of the coin will determine which party selects the first name to be struck from the list of arbitrators. Should either party refuse to participate in the selection of the arbitrator, the participating party will select an arbitrator from the list. This selection process will be binding on both Parties.

c. At the same meeting, the Parties will agree to three prospective dates for the arbitration hearing. The filing Party will notify the arbitrator of those prospective dates. If the arbitrator cannot conduct the hearing on one of those dates, he/she must furnish the Parties with alternate dates. The Parties will then mutually agree to a date provided by the arbitrator and the filing Party will notify the arbitrator of that selection within two calendar days.

d. Each Party will provide the other Party copies of all correspondence to or from the arbitrator and/or the Federal Mediation and Conciliation Service.

Section 3 – Hearing.

a. Base Employees shall be made available as witnesses during arbitration proceedings and will not suffer loss of pay or charge to leave if otherwise in a duty status. Lists of witnesses will be exchanged no later than seven calendar days prior to the hearing. Costs and expenses of witnesses, other than government Employees serviced by the Civilian Personnel Flight, will be borne by the party calling said witness.

b. The jurisdiction and authority of the arbitrator will be confined to the issue(s) pertinent to the grievance and relative to the terms of this Agreement, but shall have no jurisdiction, power, or authority to add to, subtract from, alter, amend, or modify any provision of the Agreement, published policies, regulations, and agency instructions. The arbitrator's award shall be binding on both Parties and implemented upon receipt unless either party files an exception to the award with the Federal Labor Relations Authority.

c. The arbitrator will determine the order of proceedings. The arbitrator will be requested to render a decision as quickly as possible but in no event later than 30 calendar days after the conclusion of the hearing unless the parties mutually agree to extend the time limits.

d. The arbitrator's fees and expenses of the arbitration, if any, shall be borne equally by the Employer and the Union, except as stated below in Section 5 of this Article. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek (Monday through Friday). Participants who are Employees of the Employer will be on duty time or official time during hearings.

e. Either party may make a transcript for its exclusive use at its own cost. The parties may also agree to equally bear the costs of transcribing the proceedings in order that each may obtain a copy of the transcript.

Section 4. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator within seven calendar days for settlement, including remanded awards.

Section 5. Should either party fail to appear at the arbitrator's hearing, this shall be just cause for the arbitrator to give his or her decision based upon available information. All costs incurred shall be paid by the party failing to appear.

Section 6. If the arbitrator agrees that the issue is arbitrable or grievable, the arbitrator shall hear arguments regarding both the arbitrability/grievability and the merits of the case at the same hearing. However, the parties may mutually agree otherwise in instances such as highly complex cases that would involve several days of hearings.

Section 7. The arbitrator has full authority to award attorney fees in accordance with the standards of the Civil Service Reform Act.

ARTICLE 39 – DUES WITHHOLDING.

Section 1. Any Employee who is a member in good standing of the Union may authorize an allotment for the payment of his or her dues for such membership provided:

a. The Employee has voluntarily completed a request for such allotment of his or her pay and

b. The Employee regularly receives pay that is sufficient to cover the full amount of the allotment after other legal deductions have been made.

Section 2. The Union agrees:

a. To distribute to its members the prescribed allotment form (Standard Form 1187), Request for Payroll Deductions for Labor Organization Dues, to certify as to the amount of its dues.

b. That distribution and completion of the allotment forms must be accomplished during non-duty hours.

c. To forward the completed SF 1187 to the Civilian Payroll Office. This may be accomplished during duty hours. The Civilian Payroll Office will verify the employee's eligibility for dues withholding.

d. To inform and educate its members on the program for voluntary allotments for payment of dues, the use and availability of the required forms and the conditions under which the allotment may be revoked.

e. To certify the amount of dues, and

f. That initiation fees, special assessments, back dues, fines, and similar items shall not be considered as dues.

Section 3. Upon receipt of a properly completed and certified form, the Civilian Payroll Office will submit the SF 1187 to the Payroll Processing Office without undue delay and authorize withholding of the certified amount of the dues beginning with the first complete pay period after receipt by the Payroll Processing Office.

Section 4. An allotment shall be terminated:

a. When the Employee leaves the bargaining unit as a result of a personnel action other than a detail.

b. Upon receipt of notice from the Union President or designee that the Employee is no longer a member of the Union in good standing. The Union agrees to notify the Civilian Payroll Office within five workdays.

c. Upon loss of exclusive recognition by the Union or termination or suspension of the Agreement between the Employer and the Union by appropriate authority.

d. Upon receipt of notice from the Employee that he/she no longer desires to have dues withheld.

Section 5 – Effective Dates for Termination of Allotments.

a. If the termination is not at the request of the Employee, the termination date will be the effective date of the personnel action or the date of suspension or expulsion from the Union, unless that date is not the beginning or ending of a pay period. When the date occurs during a pay period, the final allotment shall be withheld from the Employee's salary for that pay period.

b. If the termination is due to loss of recognition by the Union, the termination will be effective at the beginning of the first pay period after advice is received concerning loss of recognition.

c. An Employee may voluntarily revoke his or her allotment for the payment of dues to the Union at any time after the allotment has been in effect for a period of one year. However, the revocation will not be effective until the beginning of the first full pay period (1) in the anniversary month of the Employee's initial election of dues withholding or (2) after a date mutually agreed to by the Employee and the Union, whichever comes first.

(1) The Employee should submit the revocation directly to the Civilian Payroll Office on Standard Form 1188, Cancellation of Payroll Deductions for Labor Organization Dues. However, any written request for revocation of allotment signed by the Employee and furnished to the Civilian Payroll Office will substitute for the Standard Form 1188.

(2) The Civilian Payroll Office shall notify the Union of the revocation of an allotment by forwarding a copy of the revocation submitted by the Employee to the Union.

Section 6 – Remittances.

a. The remittance of dues withheld shall be made after each pay period. The amount withheld shall be sent to the financial institution designated by the Union.

b. The remittance report listing the names and amounts withheld for each Union Member will be mailed to AFGE Local 2066, PO Box 1245, Jacksonville AR 72078.

c. The Union shall refund any unauthorized deductions or excess payments either to the Employee or Employer as required.

Section 7 – Withholding of Dues.

a. The amount of dues to be withheld shall be the same for all members of the Union.

b. The President of the Union or designee must certify the amount of dues to be withheld from an Employee's pay. The amount shall be shown on the Standard Form 1187. This amount will remain unchanged until the President of the Union certifies in writing to the Civilian Payroll Office (copy to the Civilian Personnel Officer) that the amount of the regular dues has changed. The Employer will submit this change to the Payroll Processing Office, normally within ten

working days, and authorize the Payroll Processing Office to withhold the certified amount of the dues on the first complete period after receipt by the Payroll Processing Office.

ARTICLE 40 - UNION FACILITIES AND PARKING.

Section 1 – Union Office.

a. The Employer agrees to furnish the Union, without charge, a room of not less than 120 square feet for the purpose of conducting official Union business directly related to representation of the Employees. The office currently occupied by the Union are located in Building 1100.

b. The Union agrees to vacate the office space at the direction of the 19th Mission Support Group Commander or designee. The Employer will coordinate with the Union and move furnishings, equipment, supplies, etc. as necessary.

c. The Employer agrees to make available new office space if such space is available without adversely affecting the mission of the Employer. The Employer agrees that such a move would be in the best interests of the Government and agrees to authorize a reasonable amount of official time to Union officers and stewards to oversee the move.

Section 2 – Services and Equipment. Unless otherwise indicated below, the Employer will provide the following services/equipment to the union office without charge to the Union:

a. Trash removal service if the trash is placed outside the office in a trash container or the office is left unlocked.

b. Electricity, heat, air conditioning, water and sewage to the same extent as other offices in the building.

c. One telephone and telephone line for conducting official Union business. The phone will be installed at the location within the Union office as determined by the Union President or designee.

d. Access to base, local community (off-base calls) and 1-800 capability, i.e., calls that do not incur additional fees (direct or indirect).

e. Serviceable equipment consisting of one filing cabinet, one desk, one table, three chairs, one metal storage cabinet, fax machine and one printer.

f. Operator assisted long distance service on a reimbursable basis.

g. Access to the Little Rock AFB Metropolitan Network and a group e-mail account for the Union.

Section 3 – Access to Other Equipment. The Employer agrees to furnish reasonable access to the copier located in the Civilian Personnel Flight at Little Rock Air Force Base on a reimbursable basis. The Employer will determine the method and amount of reimbursement solely on a cost basis.

Section 4. The Union agrees to:

a. Maintain the office space provided in a neat, sanitary, safe and professionally acceptable condition and to reimburse the Employer for costs associated with the repair or cleaning of the office space when such repairs or cleaning requirements exceed those associated with normal, professional use.

b. Use the furnishings, equipment and telecommunication capabilities provided by the Employer only for the purposes for which they are designed and use proper diligence in the care and maintenance of these items. The Union accepts financial responsibility for the repair or replacement of these items if necessary due to other than normal, professional use.

c. To accept responsibility for the reasonable care and safeguarding of furnishings, equipment and telecommunication capabilities provided by the Employer. The Union accepts the same conditions of monitoring and security that apply to other government lines/equipment, including required labels.

d. Reimburse the Employer for the costs of long distance services whether initiated from the telephone number assigned to the Union office or billed to that number from other sources. Upon request, the Employer will investigate discrepancies noted by the Union. The employer's decision as to financial responsibilities will be final.

Section 5 – Parking. The Employer will provide reserved parking spaces (a total of four) near the work areas of the Union President, Executive Vice President, Secretary/Treasurer and Chief Steward for their use. Union initiated changes in the location of each parking space may be made only once each calendar year, unless otherwise agreed to by the Civilian Personnel Officer or designee.

ARTICLE 41 – DISTRIBUTION/PUBLICITY.

Section 1. The Employer agrees to permit the Union to post/distribute this Agreement and amendments thereto, Union newspapers, notices and circulars on existing bulletin boards and in areas where members of the unit are employed. The Union agrees that the Employer is not responsible for any items removed from those areas.

a. Routine items such as notices of Union meetings and other similar items providing general information may be posted/distributed without approval.

b. Material to be posted/distributed by the Union, other than that described above, will require approval from the Wing Commander or his designee prior to posting/distributing.

c. The Union agrees to assume full and sole responsibility for its publications and distributed/posted material in terms of currency, accuracy, and adherence to ethical, legal, procedural and regulatory standards. The material must not violate any law, security of the Air Force, this Agreement, base regulations or those of higher authority. The material must not contain scurrilous libelous information and must not relate to partisan political activity or reflect adversely upon the integrity or motives of the Federal Government or officials of the Federal Government.

d. Distribution shall normally be made during non-duty time of Employees involved (both those distributing and those receiving literature) and shall not interfere with the work of the activity.

e. Violation of these standards concerning content and distribution/posting of materials are grounds for revocation of this privilege.

Section 2. The Employer agrees to provide a reasonable number of copies of this agreement to the Union during the life of the agreement. Initially, the Employer will provide 25 copies promptly upon receipt from the printer. The Union agrees to notify the Employer at least 30 calendar days in advance when additional copies of this Agreement (with amendments to date) are needed. The Employer will provide copies of amendments to the Union in quantities necessary to update any copies of the Agreement the Union has on hand.

Section 3. The Employer agrees to notify each Employee of the approval of this agreement within 30 calendar days of such approval. In addition, the Employer will, at the same time, notify each Employee how to access the electronic version of the agreement on the Employer's web site and how to request a paper copy from the Union or the Employer.

Section 4. The Employer will provide copies of any amendments to this agreement to Employees through electronic mail within 15 calendar days of the amendment being signed and approved.

Section 5. The Employer will inform each new Employee that this Agreement is in effect and will provide information on how to access the electronic version of the agreement and how to request a paper copy from the Union or the Employer.

ARTICLE 42- DURATION OF AGREEMENT.

Section 1. This agreement as executed by the Parties shall remain in full force and effect for a period of three years from the date of its approval by the Defense Civilian Personnel Advisory Service.

Section 2 – Re-negotiation. Either Party desiring to re-negotiate this Agreement must give the other Party written notice not less than 90 calendar days but not more than 120 calendar days prior to the next expiration date. In the event notice is given, the parties will meet to develop ground rules within 30 calendar days unless otherwise mutually agreed. If negotiations are not

completed by the expiration date, the Agreement will be automatically extended until a new Agreement is mutually agreed upon and approved.

Section 3 – Automatic Renewal. Subject to Agency Head Review, this Agreement shall renew itself from year to year following the initial three (3) year period provided for in Section 1.

Section 4 – Re-opening. This agreement is subject to opening during its duration only as follows:

a. The pertinent parts (Articles or Sections as applicable) will be reopened upon the request of either party for revision or amendment as required by new laws or regulations of appropriate higher authorities.

b. Amendments to this Agreement may be negotiated at any time by mutual agreement of the parties.

c. Changes to this agreement will be duly executed by the parties and become effective upon approval by the Defense Civilian Personnel Advisory Service or 30 calendar days following the date of submission to that activity, whichever comes first.

Section 5 – Union-initiated Midterm Bargaining on New Matters. During the life of this agreement, the Union has the right to initiate bargaining on matters not covered by the Agreement.

Section 6. The Employer will make no agreement, alteration, understanding, variation, waiver or modification of any terms or conditions of this Agreement with any Employee or group of Employees. This Agreement may only be amended, modified, or re-negotiated in accordance with the provisions of the Agreement.

Section 7. If either party fails to abide by any term or condition of this Agreement, that failure will not constitute a precedent in the future enforcement of all the terms and conditions herein.

Section 8. If any part or provision of this agreement becomes or is ruled invalid or illegal because of any existing or subsequent law, regulation, or rule, the remaining parts or provisions will remain in effect.

ARTICLE 43 – EFFECTIVE DATE OF AGREEMENT.

This Agreement is effective on the date approved by the Agency head if approval is within 30 days following execution of the agreement; or, on the 31st day following execution of the agreement if neither approved or disapproved by the Agency head in accordance with 5 U.S.C. 7114(c).

Signed this twenty fourth day of April in the year 2019.

President, AFGE Local 2066

Commander

Approved by Department of Defense on _____