



MEMORANDUM OF AGREEMENT

PETERSON AIR FORCE BASE
COMPLEX
AIR FORCE SPACE COMMAND

LOCAL 1867, AMERICAN
FEDERATION OF GOVERNMENT
EMPLOYEES - AFL-CIO

7 DEC 2018

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INTRODUCTION

SECTION A. In accordance with the Federal Service Labor Management Relations Statute (5 USC 71), the Parties agree to the following:

1. Experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them--

- a. safeguards the public interest,
- b. contributes to the effective conduct of public business, and
- c. facilitates and encourages the amicable settlement of disputes between employees and their employer involving conditions of employment.

2. The public interest demand the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operation of the government. Therefore, labor organizations and collective bargaining in the Civil Service are in the public interest.

SECTION B. It is the purpose of this Memorandum of Agreement to prescribe certain rights and obligations of the employees, the employer, and the Federal Government and to establish procedures which are designed to meet the special requirements and needs of the Government. The provisions of this Agreement will be interpreted in a manner consistent with the requirements for an effective and efficient Government.

RECOGNITION AND UNIT DESCRIPTION

(1)

SECTION A. This Memorandum of Agreement (MOA) is executed pursuant to the exclusive recognition granted American Federation of Government Employees, Local 1867, hereafter referred to as the Union, by the Commander, 21st Space Wing, Peterson Air Force Base, Colorado, hereinafter referred to as the Employer.

SECTION B. The Unit to which this Agreement will apply is composed of all Wage Grade employees and non-supervisory fire fighter personnel within the Peterson Air Force Base Complex, including tenant organizations, serviced by the Peterson Air Force Base Civilian Personnel Flight (CPF). Specifically excluded from coverage are all General Schedule (GS) employees with the exception of fire fighters mentioned above, management officials, supervisors as defined in 5 U.S.C. Chapter 71, confidential employees, professional employees, and employees performing Federal personnel work in other than a purely clerical capacity.

EMPLOYEE RIGHTS AND RESPONSIBILITIES

(2)

SECTION A. Employees in the Unit will be protected under chapter 71 of Title 5, United States Code, in the exercise of their right to freely and without fear of penalty or reprisal, to form, join, and assist a labor organization, or to refrain from such activity. This Agreement does not prevent any employee, regardless of employee organization membership from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or agency policies, or from choosing a personal representative in a statutory appeal action. Nothing in this Agreement will deny any employee the right or require any employee to become or to remain a member of a labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues.

SECTION B. The Union will, to the greatest extent feasible, educate and make every reasonable effort to ensure that members of the Unit are aware of the provisions of this Agreement when they are participating in any matter to which this Agreement is applicable. The Employer will take such action consistent with law or regulation, as may be required, in order to inform employees of their rights and obligations as prescribed in 5 U.S.C. Chapter 71 and this Article.

SECTION C. In the performance of their Government job, an employee is accountable for performance of official duties and adhering to prescribed standards of conduct. Employees have the right to direct and pursue their private lives and personal beliefs without interference by the employer so long as such activities

1. do not interfere with their ability to perform their government duties,
2. do not appear to create conflicts of interest involving the Air Force or the United States Government, and
3. may not reasonably be expected to bring discredit or criticism against the employee or the Air Force.

Employees have the right to engage in outside activities, including off-duty employment of their own choosing without being required to report to the employer on such activities, except as required by law, OPM directives, and National Security requirements.

SECTION D. Schedule Changes. Management will normally give an employee a minimum of ten (10) calendar days notice prior to schedule change or shift change. Management should be able to provide mission-essential or emergency criteria for short-notice change. Reverse seniority will be a consideration when requesting personnel for a scheduling or shift change after requesting volunteers. When the ten (10) days advance notice can be given prior to attendance at training or a temporary duty assignment, supervisors of employees on Alternate Work Schedules (AWS) will change the employee's schedule to revert to a regular schedule of eight (8) hour days, or conform to the work schedule of the TDY location for the pay period(s) affected.

SECTION E.

1. **Weingarten Rights.** Employees will be provided annual notification by the Employer of the right to have Union representation at any Employer-initiated investigation the employee reasonably believes may result in disciplinary action, if the employee requests such representation.

2. **Supervisor's Employee Work Folder (Computer generated AF Form 971).** Employees are entitled to review the contents of their AF Form 971 record with their supervisor at a mutually agreed upon time. Employees have a right to be informed, at the soonest opportunity, when adverse entries are made on this form and be given a chance to discuss such entries. The employee will be given the opportunity to sign and date the entry. This does not mean that the employee agrees with the entry, only that he/she knows that it exists.

3. **Consultation.** Employees must request excusal from duty to consult with officials or CPF staff on matters relating to their employment. Satisfactory advance arrangements for such release must be made with the supervisor.

Section F. Confidentiality and Privacy. When supervisors or management officials have counseling discussions with employees regarding their conduct or performance, they will conduct them in a private location. Substance of the discussions will only be provided to those with a need to know.

Section G. All aspects of personnel management will be based on merit and professionalism and will not be influenced by race, gender, religion, or any other extraneous factor not directly related to individual ability/merit. All personnel will have a work environment free of harassment/discrimination that allows them to reach their full potential.

UNION RIGHTS AND RESPONSIBILITIES

(3)

SECTION A. The Union is the exclusive representative of employees in the Unit and is entitled to act for and to negotiate agreements covering all employees in the Unit. The Union will be given the right to be represented at formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of the employees in the Unit. The right of the Union to be present during such discussions is subject to applicable laws and regulations. The Union will be provided timely notice, normally not less than 48 hours, in advance of such discussions.

SECTION B. The Union has the exclusive right to represent bargaining unit employees in presenting grievances. The Union will be provided up to 48 hours to provide a representative to attend any grievance meeting scheduled. If an employee elects self-representation, the Employer will contact the local Union Vice President or designee, in writing, before meeting with the grievant or answering Step 1 of the grievance. In self-represented grievances, the Union representative will be permitted to present the views of the Union.

SECTION C.

1. In accordance with 5 U.S.C. §7114(a)(1), the Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership. The Federal sector offers many appellate routes, most of them having nothing to do with a contractual grievance procedure. EEO complaints, MSPB appeals, OPM classification appeals and GAO claims are some but not all of the forums available to Federal employees. The Union is not required to represent bargaining unit members in these situations when the member has a right to assistance of a representative of his/her choosing granted by statute.

2. The Union agrees to support the Employer's efforts to eliminate waste; conserve materials, supplies, and energy; uphold high standards of workmanship and safety practices; minimize leave abuse, tardiness, carelessness, and other conditions which adversely affect the mission or hamper efficiency; and encourage the submission of improvements and cost reduction ideas.

SECTION D. Any activities performed by any employee relating to internal business of the Union, such as solicitation of membership, elections of labor organization officials and collection of dues, will be conducted during non-duty hours in accordance with 5 U.S.C. §7131 (b). The Employer will normally be provided thirty (30) days advance notice prior to beginning any membership drive involving AFGE representatives from outside the Peterson Complex, in order to arrange for support and access to facilities.

SECTION E. In accordance with 5 U.S.C. Chapter 71, during the life of this agreement, when regulatory changes or management actions produce an impact or change in the general working conditions of unit employees, the Union has the right to negotiate prior to implementation.

MANAGEMENT RIGHTS AND RESPONSIBILITIES (4)

SECTION A. (Reserved Rights) Subject to Section B of this Article, nothing in this Agreement will affect the authority of any Management official to

1. determine the mission, budget, organization, number of employees, and internal security practices of the Agency, and
2. in accordance with applicable laws--
 - a. 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. assign work, and to make determinations with respect to contracting out, and to determine the personnel by which operations will be conducted;
 - c. with respect to filling positions, to make selections for appointments from—
 - (1) among properly ranked and certified candidates for promotion or
 - (2) any other appropriate source in accordance with regulations; and
 - d. to take whatever actions may be necessary to carry out the Agency mission during emergencies.

SECTION B. Nothing in this Article will preclude the Parties from negotiating—

1. (permissive areas of bargaining) 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; and
2. procedures which Management officials will observe in exercising any authority under this Article; or Appropriate arrangements for employees adversely affected by the exercise of any authority under this article by Management officials.

UNION, EMPLOYER MEETINGS AND NEGOTIATIONS (5)

SECTION A. Periodic meetings between the Union and Employer will be scheduled as needed by the Labor Relations Officer or designee(s) and Union Vice President or designee(s) to discuss personnel policies and practices and matters affecting working conditions.

SECTION B. Prior to instituting changes in working conditions, personnel policies and practices and general conditions of employment, the Employer through the Labor Relations Officer, or designee, will notify the Union President and 6th Vice President in writing of the proposed changes. The Union will forward a written request to negotiate to the Labor Relations Officer not later than fifteen (15) calendar days from the date of receipt of the notification. Time limits may be extended by mutual agreement of the Parties. If discussion or negotiation is requested, the Parties will begin negotiations within fifteen (15) calendar days. This time limit may be extended by mutual consent of the Parties.

SECTION C.

1. If requested, the notice will, at a minimum, contain the following information:
 - a. The nature and scope of the proposed change;
 - b. A description of the change;
 - c. A list of bargaining unit employees affected by the change (with contact information for each);
 - d. Whether the job description(s), hours of work, performance standards, duty location(s), or training requirements will be changed;
 - e. An explanation of the plans for implementing this change;
 - f. The proposed implementation date; and
 - g. The point of contact and phone number for additional information.
2. Time limits will be held in abeyance until Management provides the above information to the Union.

STEWARDS REPRESENTATION AND OFFICIAL TIME (6)

SECTION A. Only Union representatives, designated in writing by the AFGC Local 1867 President, PAFB Complex VP, or designee, may utilize official time for representational purposes. Employees who opt to represent themselves may also utilize representational official time. The Union will, to the extent practicable, designate stewards throughout the various geographic areas and organizational structures of the PAFB Complex. The Union will periodically provide the Employer with an updated listing of designated representatives and any subsequent changes.

SECTION B. Primary Representative.

1. The Union and the Employer agree that it is in their best interest to have a primary representative to deal with major issues and administer this agreement. That position will be occupied by the PAFB Complex VP, or designee. The Parties agree that the primary representative will be authorized official time on Mondays, Wednesdays and Fridays, except as provided below. Requests for official time by the primary representative will be made through their immediate supervisor, or other management designee, normally one week in advance. The primary representative will make every effort to schedule official time as far in advance as possible, given their awareness of specific official time needs.

2. Employer work load requirements or emergencies which require the primary representative to return to the work site, will be coordinated between the Parties, when feasible, to avoid timeliness issues in cases and other labor relations situations. When official time is previously scheduled during a pay period and is subsequently denied due to mission requirements, it will be rescheduled within the following two (2) pay periods. Unforeseen situations will be dealt with by the Parties on a case by case basis.

3. Additional official time may be granted to the primary representative for the following activities:

- a. Meetings to discuss personnel policies and practices and matters affecting working conditions.
- b. Contract Negotiations.
- c. Serving on committees of the Employer authorized under this agreement.
- d. Serving with the Employer while participating as a data collector in a wage survey.
- e. To act on behalf of the Union in Weingarten meetings, formal discussion with unit employees, and other meetings which are called for by the Employer which are not within the Union's control to schedule.
- f. Performing other duties agreed upon by the Employer and Union.

4. The duties of the primary representative may be transferred to another representative with adequate notice (normally 14 days). If the primary representative is administratively reassigned to another organization within the Agency, the Union will be notified in advance, and a consultation meeting will be scheduled, if requested by the Union.

SECTION C. Release for Official Time for Representatives.

1. The parties agree that designated Union representatives, other than the primary representative, may be granted official time which is reasonable, necessary and in the public interest. Union representatives will request official time to perform representational duties, from their immediate supervisor. In the absence of the immediate supervisor, the representative shall contact the next higher management official or designee to request the official time. Requests for official time will be handled in an expedient manner. Arrangement will normally be made for the use of official time, within one workday of the request. Disputes concerning the prompt release of representatives will first be raised between the PAFB Complex VP and the designated management official. Requests for official time will be properly documented and include the following

- a. proposed time of departure,
- b. estimated time of return,
- c. where the representative may be reached, and
- d. a brief description of the purpose for official time will be provided for time and attendance record keeping. The following Timekeeping codes are applicable:

- 1. BA – Term Negotiations
- 2. BB – Mid-Term Negotiations
- 3. BD – Labor / Management
- 4. BK – Grievance and Appeals

Upon completion of the task giving rise to the official time, representatives will return to their respective work areas and report to their immediate supervisor/designee. Representatives will contact their immediate supervisor to request additional official time, if necessary, prior to the expiration of the current request.

2. If a representative is requesting official time under a Statutory Authority, they must include that information in the request (i.e., EEO, MSPB, OSHA, etc.), in addition to the information above.

3. Designated Union representatives are authorized official time for the following purposes:

- a. Serving as the representative of unit employees in the preparation and presentation of grievances and appeals or answering proposed disciplinary or adverse actions.
- b. Attending officially arranged meetings at reasonable times with supervisory or management officials.
- c. Preparing and presenting Union grievances.
- d. Serving as the Union representative or technical advisor in preparation for and including an arbitration hearing.
- e. Acting in the capacity of an official Union observer in adverse action hearings or at the adjustment of unit employee grievances, in which the Union is not the designated representative, and when such an observer is permitted under law.
- f. Serving on committees of the Employer which are authorized under this agreement.
- g. Serving with the Employer while participating as a data collector during a wage survey.
- h. Serving as a bargaining unit employee's representative in an injury compensation claim or any other matter covered by a Statutory appeal procedure as authorized by regulation or this agreement. (Preparation and hearings)
- i. Performing other duties mutually agreed upon by the Employer and Union.
- j. To serve as a negotiator in future contract negotiations and interim negotiations which may occur during the life of this agreement, which is required by law and/or this agreement.
- k. To perform duties consistent with the Statutory requirements of a labor organization's reporting and disclosure. (LMRDA)
- l. If training funds are available and the Agency agrees to train union representatives, individuals will receive travel and per diem and will be paid in accordance with law and regulation.

SECTION D. Release for Official time for Employees.

1. Employees will request official time from their immediate supervisor/designee before leaving their assigned duties for the purpose of meeting with their Union representative. Employees will normally schedule appointments when the union office is open. Employees will

be granted a reasonable amount of official time for the requested time frame, unless work requirements preclude it. In those situations, the supervisor, employee, and designated representative will attempt to reach a mutually acceptable time frame. Requests for official time will be properly documented and will include the following:

- a. proposed time of departure,
- b. estimated time of return,
- c. where the representative may be reached, and

d. a brief description of the purpose for official time will be provided for time and attendance record keeping. The following Timekeeping codes are applicable:

1. BA – Term Negotiations
2. BB – Mid-Term Negotiations
3. BD – Labor / Management
4. BK – Grievance and Appeals

2. Upon completion of the meeting giving rise to the official time, employees will return to their respective work sites and report to their immediate supervisor/designee or the lowest level supervisor available. If the use of official time requires contacting another employee not in the same work area, arrangements will be made for an appointment through the other employee's supervisor.

SECTION E. Union Training.

1. Designated Union representatives will be authorized to attend Employer sponsored training courses on duty time, which are of mutual benefit to the Employer and the Union (i.e., EEO, OWCP, Safety and Health, etc.). Participation in such courses must be requested and approved in advance of the training course. Approval is subject to availability of the course, mission requirements, and costs, if any.

2. Designated Union representatives will be authorized official time to attend Union sponsored training courses/seminars which are of mutual benefit to the Employer and the Union. Requests for attendance at such training courses/seminars will be made through the Labor Relations Officer/designee, with description of the course(s) subject matter and the amount of time needed. Requests will normally be made at least 30 days in advance of the training course/seminar, but as far in advance of the training as possible. Responses to the requests will be provided as soon as possible but not less than 20 days prior to the scheduled training event. Examples of matters which are not of mutual benefit are internal Union organizing, election training, and dues collection.

SECTION F. Shift Adjustments. Designated union representatives may have their regular shifts adjusted in order to facilitate the Parties' obligations under this agreement. Arrangements will be made as far in advance as possible to allow for workload considerations and adjustments, as appropriate.

COMMITTEES

(7)

Representation.

1. The Union will be authorized representation on Peterson Complex committees to include but not limited to

- a. Equal Employment Opportunity Advisory Committee,
- b. Combined Wing Safety Council & Occupational Safety, Fire and Health Committee, and
- c. any other committees formed during the period of this contract which the Union is entitled to participate, pursuant to any laws, rules, and regulations.

2. The Union will receive the same notification and agenda provided management prior to meetings of the above listed committees.

DUES WITHHOLDING

(8)

SECTION A. The Employer agrees that authorization for voluntary allotments of pay by employees for payment of Union dues will be accepted and processed in accordance with applicable laws, regulations, and this Agreement.

SECTION B. The Union agrees to procure the prescribed allotment forms (Standard Form 1187, Request for Payroll Deductions for Labor Organization Dues) to distribute the forms to its members; to certify as to the amount of the dues; to maintain their own record copies; and to inform and educate its members on the program for allotment of dues and the uses and availability of the required form.

SECTION C. The Employer agrees that an allotment authorization may be submitted through the Civilian Personnel Flight to the Accounting and Finance Office (AFO) at any time. Allotments will become effective at the beginning of the first pay period after receipt of the form in the AFO, and will continue in effect until the allotment is terminated in accordance with the provisions of Section D of this Article. The amount to be deducted from the employee's biweekly salary will be as specified by the employee on the SF 1187 and certified by the Union.

If the amount of basic dues is changed by the Union, the AFO will be provided with the information by the President of the Union and this change will be effective the beginning of the first pay period after receipt in the AFO, unless a later date is specified by the Union. Only one such change in the basic dues premium may be made in any 12-month period.

SECTION D. The Employer shall automatically terminate an allotment

1. when an employee leaves the Unit as a result of any type of separation, transfer or other personnel action (except details),
2. upon loss of exclusive recognition by the Union,
3. when the Agreement is terminated by an appropriate authority outside the Department of Defense, or
4. when the employee has been suspended or expelled from the Union, in which case the Union shall notify the Labor Relations Officer in writing.

SECTION E. An employee may voluntarily submit a Standard Form 1188, Cancellation of Payroll Deductions for Labor Organization Dues anytime during the month of February each year, as long as the authorization has been in effect for one year. The statute (5 U.S.C. Chap 71) states that a request for withholding of Union dues may not be revoked by an employee for a period of one year. The request to cancel dues deductions will be submitted to the Labor Relations Officer, or designee. Termination of dues allotment will become effective at the beginning of the first pay period after receipt in the AFO. It is the employee's responsibility to see that the form or written request for revocation is received in the CPF in a timely manner.

SECTION F. Following completion of each biweekly deduction from the payroll, Defense Finance and Accounting Service (DFAS) will remit the amount due the Union to AFGE, Local 1867. The Union will notify the DFAS of any change in address to receive Union dues. Each remittance will be accompanied by a statement giving the following information:

1. Identification of local.
2. Names of members for whom deductions were made and amount of each deduction.
3. Names of members for whom deductions previously authorized were not made, with reason for each nondeduction.
4. Total amount withheld on this payroll.

SECTION G. 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 of voluntary, written authorization by a member for payment of dues through payroll deductions.

SECTION H. This Article will continue in force and effect upon the expiration date of this Agreement and until a new Agreement has been negotiated.

USE OF PRIVATELY-OWNED VEHICLES

(9)

Privately-owned vehicles will not be required in conjunction with Government business. Prior to an employee requesting the use of a privately-owned vehicle in connection with Government business, the provisions of appropriate transportation directives and the joint Travel Regulations (JTR) will be followed.

CLEANUP POLICY

(10)

SECTION A. The Employer will designate a reasonable amount of personal cleanup time, normally not to exceed 10 minutes, consistent with the nature of work performed, before lunch break and before the end of the duty day. The Employer will provide facilities, equipment, and materials for the employees to use during cleanup.

SECTION B. The Union and Employer recognize that some occupations occasionally require more cleanup time than normally provided. Those instances will be handled on a case-by-case basis by allowing adequate time for employees to cleanup.

OVERTIME

(11)

SECTION A. Overtime will be approved only when a requirement exists. The assignment of overtime will be made in a fair and equitable manner. The supervisor will consider the following factors when assigning overtime work:

1. Employees presently working on the job which continues into the overtime status.
2. The skills and abilities of employees for a specific job to be performed.
3. Overtime and the amount of overtime will be assigned on a rotational basis insofar as it is consistent with the effective accomplishment of the mission.
4. Supervisors, or designee, will maintain a current roster of employees with overtime entitlements.
5. All qualified personnel will be given an opportunity to volunteer for overtime before assignment of nonvolunteers is made.

6. Seniority.

- a. Volunteer Assignment - From high seniority to low seniority.
- b. Nonvolunteer Assignment - From low seniority to high seniority.
- c. Service computation date for leave will be used to determine seniority.
- d. Overtime that is also used for proficiency training or other certification processes is exempt from seniority considerations (i.e. driving long hauls outside of the local area to meet mission requirement).

7. Supervisors will consider employee needs for transportation, family obligations, and previous appointments consistent with mission requirements. Employees will be considered for excusal from overtime if the overtime would adversely affect the health or safety of the employee. Overtime shall not be assigned as a reward or penalty. Supervisors should normally require fewer than 20 hours of overtime in any one pay period for any individual employee. Employees who work overtime will be allowed a 15 minute break for each 4 consecutive hours of overtime worked.

SECTION B. Call back overtime work that involves an employee returning to the place of employment after normal duty hours will be paid at least two (2) hours premium pay. Travel to and from place of employment does not constitute hours of work; therefore, overtime pay will not be received for this purpose.

SECTION C. As much notification as possible will be given prior to assigning overtime.

SECTION D. Overtime and premium pay will be paid in accordance with applicable laws and regulations. Compensation and/or overtime must be assigned, authorized, officially approved and appropriately documented. When overtime is worked by an employee, that overtime should normally be paid in the same pay period in which it was worked.

SECTION E. Time spent on Standby or in an On-Call Status.

In accordance with 5 CFR 551.431:

1. An employee will be considered on duty and time spent on standby duty shall be considered hours of work (paid time) if
 - a. the employee is restricted to the Agency's premises, or so close thereto that the employee cannot use the time effectively for his or her own purposes, or
 - b. the employee, although not restricted to the Agency's premises
 - (1) is restricted to his or her living quarters or designated post of duty,
 - (2) has his or her activities substantially limited, and
 - (3) is required to remain in a state of readiness to perform work.
2. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work (nonpaid time) if
 - a. the employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius or
 - b. the employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

SECTION F. Employees will not be required to carry an electronic call-back device (i.e., beeper or cell phone) while on nonduty status. Employees may be given an option to carry an electronic device for the purpose of being contacted while in an on-call status. Personnel in an on-call status must be able to be contacted by phone at all times during the on-call period.

REST PERIODS

(12)

SECTION A. Unless mission requirements temporarily preclude, a rest period will be given during each one-half of the duty day and for each four hour period of overtime. Normally, rest periods will be formally designated. If an employee works through the designated break time, the scheduled break should be allowed later in that half of the duty day. Rest periods will not exceed fifteen (15) minutes.

SECTION B. Rest periods are paid time and may neither be accumulated nor taken as an extension of the lunch period or at the beginning or end of the duty day. When employees are given a rest period, normally their activities will be unrestricted as long as they remain on site (i.e. Peterson AFB, Cheyenne Mountain, or Schriever AFB).

LUNCH PERIODS

(13)

SECTION A. The employee lunch period will not exceed one (1) hour. Supervisors will schedule duty free lunch periods for 30, 45, or 60 minutes depending on the needs of the organization and the desires of the employees. Lunch periods may only be interrupted by actual emergencies or mission essential requirements.

SECTION B. If the lunch period is interrupted or changed, three options are available to the supervisor. The employee and supervisor should agree to one of the following options:

1. A twenty minute in-place lunch and the employee will be allowed to leave before the end of the regularly scheduled duty day at a time equal to the length of the scheduled lunch period. The employee must have worked eight (8) hours.

2. A twenty minute in-place lunch, work until the end of the regularly scheduled duty day and be paid overtime for the time worked in excess of the regularly scheduled duty day.

3. A full lunch period when the lunch is resumed, and the employee will be allowed to leave at the end of the regularly scheduled duty day.

SECTION C. If mission requirements exist which will interrupt employee lunch periods for an extended period of time, and can be anticipated by the Employer, the Employer should consider action which would preclude this situation.

SECTION D. If more than one 8-hour shift in a twenty-four (24) hour period is required and an overlapping of shifts to permit time off for lunch is not possible, supervisors may authorize an on-the-job lunch period of 20 minutes. On-the-job lunch periods require that employees spend their lunch period at or near their work stations. Under these conditions, the 20 minute on-the-job lunch is compensable time.

SECTION A. All leave (annual, sick, military, leave without pay, etc.) will be administered in accordance with laws and regulations.

SECTION B. Annual Leave.

1. **Scheduled Annual Leave:** The Employer agrees to schedule, within a reasonable period of time, proposed annual leave submitted by employees on or before 15 February. Reasonable attempts will be made to satisfy the desires of all employees. If there is a conflict in scheduling annual leave between employees, the service computation date will be the primary consideration for resolving the conflict. Employees assigned to the work center after the leave schedule is approved, do not exercise seniority rights until the next calendar year. The supervisor will act on annual leave requests (Standard Form 71, Request for Leave) in a reasonable length of time, normally not more than five duty days. Employees must schedule any “use or lose” leave in accordance with applicable rules and regulations to avoid forfeiture. No employee will be required to forfeit annual leave through no fault of their own.

2. **Unscheduled Annual Leave, Emergency Leave, and Absences of Short Duration:** Leave requests may be submitted for approval at any time throughout the year by submitting an SF-71 as far in advance as possible. In emergency situations, the employee may request approval verbally, by contacting the supervisor in advance of the scheduled shift, or as soon as possible, but no later than two hours after the start of the shift. If the supervisor is not available to receive the request, the employee will provide a number where they can be reached within one hour of the request. Employees will be provided the names and duty phone numbers of persons authorized to approve leave.

3. The Employer reserves the right to cancel previously scheduled or requested annual leave in accordance with appropriate laws and regulations. The supervisor will notify the employee by a SF 71 as soon as a situation develops which requires rescheduling or cancellation of leave and will provide the employee specific reasons as to the need for this action. Supervisors will make every reasonable attempt to avoid creating a hardship or financial burden by rescheduling or canceling annual leave.

4. An employee may be advanced all annual leave which will be earned during the current leave year. Supervisors must have reasonable assurance that the employee will be in a duty status long enough to earn the leave granted before the end of the leave year.

5. The Voluntary Leave Transfer Program is available for employees who have been affected by a personal emergency. Employees may request to become a leave recipient of donated annual leave in accordance with applicable regulations.

SECTION C. Sick Leave.

1. Sick leave may be used only for absences when the employee is incapacitated for performance of duties by sickness, injury, or pregnancy and confinement; and for medical,

dental, or optical examinations or treatment, for adoption-related purposes, or when a member of the employee's immediate family is affected by a contagious disease as declared by Public Health authorities which requires the employee's care and through exposure to contagious disease, the presence at work of the employee would endanger the health of others.

2. Under the Family Friendly Leave Act, as applicable, the use of sick leave may also be used to care for a family member as a result of physical or mental illness, injury, pregnancy, childbirth, or medical, dental or optical examinations or treatment, or to make arrangements or attend the funeral of a family member.

3. Sick leave of more than three (3) consecutive workdays or request for leave without pay for sick leave reasons must be supported by medical documentation signed by a licensed physician, if required. The certificate must cover all absences and show the individual was incapacitated for duty the entire period. In cases of extended illness, medical certificates will be required to establish the employee's continued incapacity to return to duty. In the case of extended sick leave, daily calls to the supervisor requesting leave will not be required, as long as the employee has informed the supervisor of the expected duration of the leave, and has provided medical documentation. The Employer may require medical documentation for absences of three (3) days or less when it deems that the medical documentation is necessary; or, in cases of exposure to a contagious disease or illness of a member of the immediate family with a contagious disease. Following periods of extended illness or exposure to contagious disease, a release from the doctor stating the employee may safely return to work is required. For employees scheduled on a 24-hour-on, 24-hour-off basis, any absence beyond the second duty day (24 hour period) must be supported by a medical certificate, if required. Employees who cannot or do not seek professional medical care for sick leave absences of more than three consecutive workdays, and are not subject to leave restriction requirements, may submit a written explanation describing the circumstances surrounding their incapacitation for duty for consideration by Management whether the explanation is administratively acceptable. This will include, at a minimum, the nature of the illness, the reason why professional medical care was not sought, and any other information relevant to the circumstances (for example, remoteness).

4. An employee will normally not receive a written Letter of Leave Requirement unless first being verbally warned by the Supervisor on at least one occasion. This does not preclude the Employer from utilizing discipline in situations deemed necessary. Letters of Leave Requirement will be reviewed after six months and purged from the file if a problem no longer exists.

5. An advance of sick leave of up to 240 hours may be requested in accordance with applicable regulations.

6. The Employer will maintain the privacy of information relative to individual sick leave records.

7. Supervisors are encouraged to consider and help identify reasonable accommodations for employees with illnesses or injuries that prevent them from performing the full range of duties. Employees are responsible for providing adequate medical documentation from a

physician to support requested accommodations.

ALTERNATIVE WORK SCHEDULES

(15)

Alternative work schedule programs will be approved, implemented, or terminated in accordance with applicable laws and regulations. Alternate Work Schedules (AWS) may be permitted in any area where proposals demonstrate the new schedule will not result in decreased productivity, increased cost in agency operations, or decreased customer service. All AWS proposals and flexibility will be defined at the Unit level, coordinated with the Labor Relations Officer or designee, and negotiated with the Union as appropriate, prior to implementation.

CHARITABLE DRIVES AND BLOOD DONATIONS

(16)

SECTION A. The Employer will allow employees to determine for themselves which authorized charities they wish to contribute to and the amount, if any, they wish to contribute. The Employer will request volunteers to assist with the drives. The Union agrees to support fund drives.

SECTION B. Employees who volunteer to donate blood should be granted up to four (4) hours excused absence for donating blood, recuperation following blood donation if necessary, and travel to and from the donation site. The employee will provide at least forty-eight (48) hours advance notice of the desire to donate blood, except in emergency situations. The Parties both agree to support blood donation drives.

SECTION C. The provisions of this Article as a whole does not provide for more than ten (10) workdays of administrative leave per calendar year.

FACILITIES AND SERVICES

(17)

SECTION A. Bulletin Boards. The Employer agrees to provide space on official bulletin boards in high traffic areas for bargaining unit employees, appropriate to the needs of AFGE Local 1867. Prior to posting, this material must be coordinated through the Labor Relations Officer.

SECTION B. Articles. The Union may submit articles for the unofficial section of the base bulletin. They may also submit articles to the base newspaper. Articles for the base bulletin must be approved by the Labor Relations Officer (or designee) and articles for the base newspaper must be approved by the 21 SPW/PA (or designee) prior to publication.

SECTION C. Office Space. The Employer agrees to provide office space, commensurate with that provided all other facility occupants on Peterson AFB, to AFGE Local 1867. The office space will be located on Peterson AFB. The Employer will provide all required maintenance to this office. The Union agrees to provide access for such maintenance. The Union will have access to their office twenty-four hours per day except when management determines that 24-hour access would impact on security and personnel safety. As necessary, to accommodate group discussions, the Union may reserve general purpose rooms/conference rooms that are available.

SECTION D. Utilities. The Employer agrees to furnish reasonable utilities and two Class A telephones which can be used for voice or data transmission in support of official Union responsibilities. The Union agrees to follow local procedures for maintaining a telephone control log for long distance phone calls.

SECTION E. Computers. The Union Vice President or designee will be made a custodian on small computer manager account to take care of up to three small computers with appropriate software, monitors, and printers to be used for research of electronic pubs and word processing programs needed to do the grievances and daily correspondence. These computers and equipment will be supplied through the Agency by using turned in equipment from other areas. The custodian will be allowed to upgrade this equipment as excess equipment is turned in or becomes available. This equipment will be signed for by the Vice President or designee as the custodian.

SECTION F. Internal Mail Distribution Service. The internal distribution (physical mail) service of the Employer shall be available for use by the Union. It will not be utilized for internal Union business.

SECTION G. The Union will be allowed to maintain a customer account for all applicable laws, rules and local publications. This will also pertain to the electronic publications for the Air Force and Air Force Space Command.

SECTION H. The Union will be provided information regarding organizational re-structuring affecting bargaining unit members when released by the Commander or designee. The Union will be provided a listing each month of all newcomers who are in bargaining unit status. The

Union will be allowed to hand out a package of information to each new bargaining unit employee and tell them about the Union at each newcomers briefing.

HOLIDAY WORK

(18)

SECTION A. "Holiday work" means non-overtime work performed by employees during their regularly scheduled daily tour of duty on a holiday. Holiday work will be approved only when a requirement exists. The assignment of holiday work will be made in a fair and equitable manner. The supervisor will consider the following factors when assigning holiday work:

1. Employees presently working on the job which requires holiday work.
2. The skills and abilities of employees for a specific job to be performed.
3. Holiday work and the amount of holiday work will be assigned on a rotational basis insofar as it is consistent with the effective accomplishment of the mission (i.e. specifically excluded are uncommon tours of duty, work centers with negotiated work schedules, or work centers with 365/7/24 scheduling requirements).
4. Supervisors, or designee, will maintain a current roster of employees with holiday work requirements.
5. All qualified personnel will be given an opportunity to volunteer for holiday work before assignment of nonvolunteers is made.
6. **Seniority.**
 - a. Volunteer Assignment - From high seniority to low seniority.
 - b. Nonvolunteer Assignment - From low seniority to high seniority.
 - c. Service computation date for leave will be used to determine seniority.
7. Supervisors will consider employee needs for transportation, family obligations, and previous appointments consistent with mission requirements. Employees will be considered for excusal from holiday work if the holiday work would adversely affect the health or safety of the employee. Holiday work shall not be assigned as a reward or penalty.

SECTION B. Holiday premium pay is paid on an actual basis for hours worked up to a maximum of 8 hours; however, any employee scheduled to perform regular holiday work is entitled to a minimum of two hours of holiday premium pay.

SECTION C. As much notification as possible will be given prior to assigning holiday work.

SECTION D. Holiday premium pay will be paid in accordance with applicable laws and regulations. Compensation and/or holiday work must be assigned, authorized, officially approved and appropriately documented. Holiday premium pay should normally be paid in the same pay period in which it was worked

SPECIAL PROVISIONS FOR FIRE FIGHTER PERSONNEL (19)

SECTION A. A tour of duty is 24 hours long. It starts at the time designated by the Employer.

SECTION B. The Employer agrees that the scheduled tour of duty shall consist of 144 hours of duty per 14-day period. This duty will consist of six 24-hour tours of duty with each employee. This duty will consist of six 24-hour tours of duty with due consideration given to a 48/72 schedule or other preferred schedule. The Fire Chief, or designee, will consider all factors and determine shift schedules. Except for emergency mission requirements, the Agency agrees that changes to current schedules will not be implemented without notifying the Union and providing the opportunity for bargaining.

SECTION C. Unscheduled periods refer to time spent by an employee on duty outside of the scheduled tour of duty. Scheduled periods include the entire 24-hour tour of duty.

SECTION D. A tour of duty normally includes one work period of at least eight (8) hours and standby status not to exceed sixteen (16) hours. The specific hours/shifts will be determined by the Fire Chief, or designee, to meet mission requirements. Supervisors will manage firefighter work schedules. Occasionally, work can be required during “standby” time. The Fire Chief, or designee, will approve all requirements to perform work during “standby” time. A one (1) hour lunch period will be included as part of the work period.

1. When not performing duties during standby status, the employees will be free to eat, sleep, read, etc., and engage in other similar recreational activities. The participation of individuals in the mandatory physical fitness program will normally take place during the primary work period. If the scheduled physical fitness exercise times are delayed due to scheduled duties, training, stand-by or emergency response, the exercise program will not be rescheduled during stand-by time. Physical fitness exercise times are scheduled at the end of the 8-hour work period.

2. The 8-hour period from 2200 to 0600 will normally be available for sleep, except for emergency responses.

SECTION E. Except in an emergency or unforeseen situation, when a change of duty hours or tour of duty is necessary, the Employer shall give due consideration to the employees' preferences among qualified employees. In case of tour of duty change, such as switching shifts, employees within the same grade will get preference in accordance with service computation date. The Employer shall normally give ten days advance notice of such changes, except where it is determined that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased.

SECTION F. The Parties agree that training is vital to maintaining an effective firefighter capability and both will work together to assure a competent training program is maintained. The Parties will encourage employees in self-development and participation in local colleges, seminars, and workshops as a means of increasing their job knowledge and efficiency. Courses related to their profession and self-development will be supported by the Employer as much as

possible during on-duty hours. The number of personnel allowed to attend these courses will be managed to ensure fire protection capability is not degraded.

SECTION G. Firefighter personnel will be given a physical examination once a year. If a firefighter is physically disqualified from his/her position, the Employer will make every reasonable effort to find a light duty assignment as accommodation, if available.

SECTION H. The assignment of duties of firefighter personnel will be consistent with law, applicable directives and the position description. Firefighter personnel will be required to participate in the Firefighter Certification Program as outlined in AFMAN 32-2003 or other applicable regulations.

SECTION I. Voluntary Trading Time. Employees may exchange break days with another firefighter upon approval of the Assistant Fire Chief, or designee, where the following requirements are met: Personnel exchanging days must request to exchange time at least 72 hours before the first date on which they want to exchange time. Personnel exchanging days must be working the same shift, and be of equal rank and have the particular skills and abilities necessary to perform one another's duties. The written request will be signed and dated by both employees and will contain the dates and times each employee is exchanging. The two dates must fall within the same pay period. The exchange will not result in increased entitlement to overtime or premium pay for either employee.

SECTION J. Uniform allowance will be provided in accordance with current law and regulations, to be submitted no later than January. The Union will be notified of any proposed changes to regulations affecting uniform allowance in accordance with this Agreement. No special clothing will be required for the mandatory physical fitness program. However, suitable athletic clothing will be in good taste and will not detract from the image of the organization.

SECTION K. Equipment. The Employer will provide all equipment and safety items required to complete assigned tasks.

SPECIAL PROVISIONS FOR 302 AW PERSONNEL

(20)

SECTION A. Air Reserve Technicians (ARTs) will, at the Agency's discretion, be required to wear the military uniform of the day while performing official duties in a civilian status as an ART.

SECTION B. The Agency will not implement mandatory wear of the military uniform until both funding is acquired and adequate time is allowed for employees to purchase required uniform items. Once funding is obtained by the Wing, the Agency will notify employees of funding approval. Employees will then complete the process (with Agency assistance) required to receive the uniform allowance and purchase their required uniform items. Sixty (60) days after the initial notice, management will issue a notice to all employees of the implementation date of mandatory uniform wear. Implementation will occur no earlier than 14 days after this implementation notice is issued. If required, implementation of the mandatory uniform wear shall be delayed so that sufficient time is provided to any employee who has not received the initial uniform allowance. Other individual discrepancies will be handled on a case by case basis by the Agency, in consultation with the Union.

SECTION C. ARTs will not be required to wear the military uniform while not in an official duty status, as prescribed in paragraph #1.

SECTION D. ARTs in an authorized Union Official time status will not be required to wear a military uniform. Union official time shall be any Steward or Officer acting on the Union's behalf or any Union's witness, grievant, appellant, or complainant.

SECTION E. The Agency will adhere to applicable Joint Travel Regulations for civilian employees in a civilian status. This policy will not change an employee's rights or privileges as a civilian employee while traveling or TDY. For example: travel mode, quarters, rental vehicles, and rations.

SECTION F. ARTs will be encouraged to participate in the Health and Wellness Program IAW the current AFI. The Agency agrees to negotiate any changes from the current AFI. Status quo will be maintained for ARTs until the negotiations are concluded. Participation at any time is subject to mission requirements and supervisor approval. SCD for leave will be a factor when scheduling Health and Wellness time.

SECTION G. ARTs in uniform will have access to the base dining facilities (Chow Hall). The Agency reserves the right to temporarily suspend access due to mission needs. The Union will be provided notice of suspension of access, the rationale, and the expected duration.

SECTION H. ARTs will only be ordered to active duty in accordance with applicable laws and regulations.

SECTION I. The signed agreement executing this policy shall be posted for 60 calendar days in every building where affected employees work, as well as being posted electronically on an electronic file sharing program accessible by all impacted employees.

SECTION J. If, at any time, the Agency changes the required uniform for ARTs, this change will be implemented IAW Air Force transition policy, which will allow for sufficient time to acquire the new uniforms.

SECTION K. The Agency will provide an initial uniform allowance of \$400 to all current and newly assigned ARTs in the 302d AW. ARTs will then be responsible for the purchase of all required uniform items.

SECTION L. The Agency will provide adequate facilities for all employees to change into and out of the military uniform. Such facilities will be convenient to the work site of the employees utilizing them. ART status will be a factor considered in the assignment of locker space.

SECTION M. ARTs will be required to adhere to military standards such as uniform requirements, grooming standards, and customs and courtesies at all times while wearing the military uniform.

SECTION N. ARTs will, at the Agency's discretion, be required to wear the military uniform of the day, while performing official duties. Traveling on civilian orders is official duty, and therefore, uniform requirements will be at the Agency's discretion.

SECTION O. ARTs will, at the Agency's discretion, be required to wear the military uniform of the day, while performing official duties. TDY as a civilian employee is official duty, and therefore, uniform requirements will be at the Agency's discretion.

SECTION P. As mission requirements permit, the Agency will encourage use of liberal leave in conjunction with all active duty goal days, training days, family days and similar types of special events/days.

SECTION Q. Any civilian personnel action proposed or taken against an ART in civilian status for noncompliance with this uniform policy will be taken IAW governing civilian procedures and this MOA.

SECTION R. The Parties shall not be bound by any provisions of the negotiated Articles, until all have been executed by the Parties; approved in writing by the appropriate Agency Head; and ratified by the Union Members.

DETAILS AND TEMPORARY PROMOTIONS

(21)

SECTION A. Details. All details of employees in the unit of recognition will be processed in accordance with AFMAN 36-203. Details in excess of 30 consecutive days will be submitted by the supervisor on a Request for Personnel Action (SF 52).

SECTION B. Temporary Promotions. A temporary assignment to a higher grade will be processed as a temporary promotion if the assignment is to be more than 30 consecutive days. All temporary promotions of employees in the Unit of recognition in excess of 30 consecutive days will be officially requested and processed in accordance with AFM 36-203 and the Peterson AFB Merit Promotion Plan. Salary paid will be in accordance with the grade to which the individual is temporarily promoted. The employee must be qualified in accordance with Office of Personnel Management Qualification Standards for the higher grade in order to effect the temporary promotion. Temporary promotions in excess of 120 calendar days must be competitive. Requests for Personnel Action (SF 52) will be submitted by the supervisor.

SECTION C. To update their qualifications, employees may submit an Optional Form 612, or Standard Form 172, Supplemental Experience and Qualifications Statement, to the Civilian Personnel Flight when they are detailed to another position for less than 30 days. Upon request, the supervisor will assist in completing this form. Supervisors will record details of less than 30 days on the employee's AF Form 971.

SECTION D. The Employer assumes the responsibility for limiting the duration of details and temporary promotions. Supervisors will make every effort to notify the employee of proposed details/temporary promotions as far in advance as possible.

SECTION E. Employees will not be detailed to duties beyond their qualifications until they have received the required safety orientation and a description of the major responsibilities of the detail. Adequate instructions as to the expectations of the duties assigned will be provided.

SECTION F. Details and temporary promotions will be assigned in accordance with applicable agency regulations.

SECTION G. Details and temporary promotions will be considered when completing annual/initial performance appraisals, in accordance with 5 CFR Part 430, AFI 36-1001, and this contract.

SECTION H. Nothing in this article releases the parties from the responsibilities defined in Article 26, Health and Safety.

PROMOTIONS

(22)

SECTION A. All eligible candidates certified on a promotion certificate will be considered. Selecting supervisors will evaluate these candidates by review of the civilian career briefs, and/or by personal interview. If one candidate is interviewed, all must be interviewed. Employees who were interviewed for the same or similar position within the previous 6-month period by the same supervisor will be asked if they would like to interview for the position. Special consideration, including one extension of the 20-day selection period, may be afforded for those individuals who are on authorized leave or TDY.

SECTION B. The Employer agrees to give full consideration to all employees on the promotion certificate and base final selection solely on merit (knowledge, skills, and abilities). Supervisors will inform the employee, in writing, of their nonselection, prior to the selection announcement including an offer by the supervisor to discuss the reasons for nonselection.

SECTION C. Normally, selection, nonselection, or expansion of the area of consideration will be made within 20 days from the receipt of the promotion certificate by the selecting supervisor. If selection cannot be made in accordance with Section A, the selecting supervisor will notify the candidates of the reason for the delay. Upon request, the employee may review the procedures followed for promotion.

SECTION D. Upon request, the Union may review the procedures followed to fill a position. The release of information pertaining to the promotion process will be in accordance with all applicable laws and OPM regulations.

PERFORMANCE MANAGEMENT

(23)

SECTION A. Elements and Standards. Employees will be given their performance elements and standards and a chance to discuss their requirements within thirty (30) days of entry on duty. Performance standards shall be uniformly and objectively applied for like duties in like circumstances and shall be reasonably related to the duties set forth in the position description. (Any pre-established distribution of rating, such as a requirement to rate on a bell curve, are prohibited.) The standards form the framework for dialogue between the supervisor and employee concerning expectations for work. The dialogue should include what is expected to meet and exceed elements. The employee will sign the appropriate signature page indicating receipt of the work plan.

SECTION B. Performance Feedback. Each supervisor with the responsibility for rating bargaining unit employees will rate those employees against the standards established for appraisal elements only. Each employee will be rated solely on his/her actual performance against the standards and elements which will constitute the employee's overall rating. Supervisors will conduct at least one documented feedback session approximately midway through the appraisal cycle; other documented discussions during the cycle are strongly encouraged. The discussion, which should include the employee's strengths as well as any performance deficiencies and suggestions for improvement, will be summarized in writing. The employee will acknowledge the interim performance discussions. A copy of this documentation will be given to the employee, upon request. Supervisors will provide feedback more frequently if performance drops from previously set standards. These sessions should include what an employee needs to do to meet all elements.

SECTION C. Performance Recognition and Awards. The Agency, in coordination with the Union, will distribute annually a comprehensive description of the awards program and its criteria.

POSITION CLASSIFICATION

(24)

The supervisor will normally furnish the employee with a copy of the current position description within fourteen (14) calendar days of being hired or changing positions. In situations where an employee(s) disagrees with the accuracy of the official position description, including the inclusion or exclusion of a major duty, he or she should first attempt to resolve the situation with the immediate supervisor. If that does not prove to be satisfactory, the employee may file a grievance in accordance with Article 31, negotiated grievance procedure. Should an employee disagree with the title, series, or grade of the position description, he or she may file a classification appeal. Any employee, upon request, shall be furnished all applicable appeal information.

ENVIRONMENTAL DIFFERENTIAL PAY

(25)

SECTION A. Environmental differential will be paid to all employees exposed to various degrees of hazards, physical hardships, and working conditions of an unusual nature as provided for in 5 CFR 532.511. Eligibility of an employee for environmental differential pay (EDP) will be determined by the Employer in accordance with Office of Personnel Management (OPM) guidelines. Employees may initiate requests for EDP through their supervisor. Submission of requests for employees to be considered for environmental differential pay will be generated by supervisors and management officials in accordance with 5 CFR 532.511. The Union may initiate requests for EDP on behalf of the bargaining unit through the CPF. The Employer will issue a decision on such requests as soon as possible, but normally within ninety (90) days. If approved, the employee(s) shall be paid the proper differential for all hours worked under conditions which have met OPM guidelines in accordance with law. Nothing shall preclude the Parties from submitting a joint request of additional categories not included in the CFR, for which environmental differential may be warranted, to OPM for approval.

Note: Only employees whose pay is subject to prevailing rate wages are eligible for EDP pursuant 5 CFR 532 and 5 U.S.C §5343(c)(4). Conversely, employees in the bargaining unit whose pay is subject to the general schedule are eligible for hazardous duty pay pursuant 5 U.S.C §5545(d) and 5 CFR 550, Subpart I.

SECTION B. Discontinuance. EDP may be discontinued when the hazard has been eliminated. However, any case where the Employer alleges that a hazard has been practically eliminated or that adequate safety precautions have reduced the hazard to a negligible level, the Employer shall bear the burden of proof on that issue(s).

SECTION C. Emergency Situations. During emergency situations, employees may be required to perform duties that would warrant EDP. Supervisors should initiate an Emergency EDP letter to assure prompt payments to the employees affected.

HEALTH AND SAFETY

(26)

SECTION A. Employees requiring emergency medical treatment will be given prompt and professional medical attention through existing military medical facilities. Alternatively, employees have the option to receive medical treatment through the civilian facility or physician of their choice.

SECTION B. The Employer will provide immunizations against communicable diseases to all employees requesting them when it is authorized by the Clinic Commander. Physical checkups will be provided for employees engaged in work that is considered to be hazardous to their health or the health and safety of others. The extent and frequency of these examinations will be determined by the appropriate medical authority.

SECTION C. When medical directives which affect a change in working conditions of bargaining unit employees are originated by the Employer, the Union will be given the opportunity to bargain on the impact and implementation of such directives as per law and regulations.

SECTION D. The Employer agrees to consider special placement of employees who, through illness or injury are unable to perform the full scope of their duties. When the employer determines that such placements are not reasonable, appropriate personnel actions will be initiated in accordance with applicable Air Force and Office of Personnel Management directives.

SECTION E. Fitness for Duty examinations, whether ordered or offered, will be accomplished at Government expense. Medical documentation to support individual accommodation requests is obtained at the sole expense of the employee.

SECTION F. The Employer will strive to provide and maintain safe working and health conditions for the employees using applicable safety regulations. The Parties will cooperate and encourage all employees to work in a safe manner and to promptly report all unsafe conditions or observed unsafe acts to the safety officer or the Union safety representative.

SECTION G.

1. The Employer will determine the kinds and types of personal protective equipment to be issued and used by the employees, with safety being the primary concern. Health, comfort, and cost will also be considered in selecting safety equipment. Employees who perform the duties requiring safety clothing or equipment will not be allowed to perform the duties of that position without the required clothing and equipment. Employees will be sent home on their own time to obtain the required clothing or equipment, if, due to the employee's neglect, it is not available. If the wearing of distinctive safety clothing or insignia is a condition of employment, the Employer agrees to furnish it. The Employer will make every effort to furnish safety equipment to the employees in a timely manner.

2. Situations in which an employee may have special or unique requirements will be handled on a case-by-case basis. When an employee has special or unique requirements which prevent the employee from using employer-issued safety equipment, the Employer will try to accommodate the employee. Accommodation can include, but is not limited to, the following:

a. The Employer may offer or order a medical examination. When offering or ordering a medical examination, the employer will designate the physician or practitioner to conduct the medical examination. The Employer will pay the designated physician's fee. The visit to the doctor's office will be on duty time with no charge to the employee's annual or sick leave.

b. The employee may select a private physician to provide necessary medical documentation. Such medical documentation is furnished at the employee's expense.

SECTION H. All employees will observe and comply with pertinent safety and accident prevention policies, regulations, and directives. The employer will advise and educate all employees of applicable safety regulations and local policies. Violations, abuse, nonobservance of safety rules, regulations, policies, practices, procedures, equipment, protective clothing, and methods may be grounds for disciplinary action.

SECTION I. Inclement weather policies and regulations will be strictly adhered to by both the Employer and employees. It is understood that certain work may have to be performed to meet priority mission requirements or respond to emergency situations as long as it does not unnecessarily jeopardize life or limb.

SECTION J. The Employer agrees to provide to employees any required tools and safety or protective equipment, reasonably fitted clothing, and devices necessary to provide protection of employees from hazardous conditions encountered during the performance of official duties. Such equipment will be provided as authorized by appropriate directives such as AF regulations, Technical Orders, Tables of allowance, and local directives. The Union agrees to assist the Employer in publicizing to employees the benefits of, and necessity for, using protective clothing, devices and equipment consistent with good health and safety practices. In the absence of Air Force guidance, applicable Occupational Safety and Health Act (OSHA) standards will govern. In their absence, nationally-recognized sources of health and safety will be used.

SUBSTANCE ABUSE

(27)

SECTION A. Employees who suspect they may have an alcohol or substance abuse problem, even in the early stages, will be encouraged to voluntarily seek counseling and information through the Complex Mental Health Office. The confidential nature of employee's records concerning the substance abuse will be protected in accordance with applicable regulations.

SECTION B. Sick leave, Annual leave, or Leave Without Pay may be granted for the purpose of treatment or rehabilitation, as with other illnesses, in accordance with applicable regulations.

SECTION C. While it is recognized that alcoholism and substance abuse are treatable, unsatisfactory job performance or misconduct due to possible abuse or illegal use may be grounds for disciplinary, adverse or corrective action. Supervisors who suspect one of their employees of having an alcohol or drug abuse problem because of a job-related incident (misconduct, attendance, performance deficiency, etc.) should make a mandatory initial referral of the employee to the Complex Mental Health Office on official time with no charge to the employee's leave.

SECTION D. Random Drug Testing. It is recognized that the Employer has a compelling obligation to eliminate illegal drug use from the workplace. To that end, certain positions have been designated for random drug testing because performance of sensitive and critical duties while using or under the influence of illegal drugs could adversely affect personnel safety, risk damage to property, impair day-to-day operations, or compromise sensitive intelligence information. Employees assigned to these positions will be notified in advance that they are subject to random testing without notice. Bargaining obligations with the Union will be met before implementing any changes in policy or procedures, i.e., publication of a new regulation. Additionally, if a supervisor has "reasonable suspicion" in accordance with applicable regulations, that any employee is using or under the influence, or has an accident or safety mishap where evidence suggests they may have caused the mishap, drug testing may be accomplished.

SECTION E. The Union will support the Employer's program by publicizing the injurious effects of substance abuse and by encouraging its officers and representatives to become familiar with the Employer's substance abuse program. The Union can obtain available materials and information regarding the substance abuse program from the Complex Mental Health Office. Union officials and Stewards who become aware of employee substance abuse problems will refer the employee to the Complex Mental Health Office, which is the initial referral source for personnel. At the employee's request, the Union may also inform the employee of non-Air Force agencies and treatment facilities in the Colorado Springs area. The Complex Mental Health Office will provide a list of such agencies and facilities to the Union, upon request.

SECTION F. Reasonable Suspicion Drug Testing. Grounds for reasonable suspicion drug testing may be based upon, among other things:

1. Observable phenomena, such as direct observation of drug use or possession and/or the physical symptoms of being under the influence of a drug.

2. A pattern of abnormal conduct or erratic behavior.
3. Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking.
4. Information provided either by reliable and credible sources or independently corroborated.
5. Newly discovered evidence that an employee has tampered with a previous drug test.
6. An accident or mishap which is classified as a class A, B, or C or nuclear mishap as defined by Air Force Regulation.

Although reasonable suspicion testing does not require certainty, mere “hunches” are not sufficient to meet this standard.

Procedures for reasonable suspicion testing will be accomplished in accordance with all applicable laws and Air Force Regulation.

EQUAL OPPORTUNITY

(28)

The Employer and the Union agree to cooperate in providing equal opportunity and to prohibit discrimination based on race, color, religion, sex, national origin, age, physical or mental handicap, marital status, or other nonmerit factors.

The EEO counselors are available for employees to address potential issues of discrimination, ensuring confidentiality consistent with regulatory and policy guidance. The Parties agree to be bound by the Title VII of the Civil Rights Act of 1964 (as amended in 1991), the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, and the Equal Pay Act of 1963, 29 CFR 1614, AFI 36-1201 (including MD-110), and any and all other applicable laws, rules and regulations.

QUALITY AIR FORCE

(29)

A Quality Air Force is beneficial to the Employer and the Bargaining unit members. Both Parties agree to discuss any changes through impact and implementation or substantive bargaining as would currently be required by law, rule, or regulation. The parties agree to a cooperative effort within the framework of the Quality Air Force concept. Agreements reached through negotiations will be considered addendum(s) to this contract.

DISCIPLINARY AND ADVERSE ACTIONS

(30)

SECTION A. Disciplinary actions under this agreement will be taken only for just cause which will promote the efficiency of the service and in accordance with procedures set forth in AFI 36-704 and this article. All proposed disciplinary actions will be initiated as expeditiously as possible after the occurrence of the alleged offense or when management becomes aware of it. The primary goals of disciplinary actions are to develop, correct, and rehabilitate, if possible. When discipline is imposed, the progressive disciplinary principles will normally be followed. Management's options, in order of least severe to most severe, include: oral admonishment, reprimand, suspension, reduction in grade and/or pay (in some cases) and removal. The principle of progressive discipline shall not be interpreted to prevent the imposition of a formal disciplinary action, or even removal, for a first offense if the circumstances warrant such action.

SECTION B. Disciplinary actions taken will be in accordance with applicable directives. The Union will be provided access to all applicable directives used in initiating discipline. Employees being disciplined will be given their regulatory rights and provided an opportunity to explain why disciplinary action should not be taken. Disciplinary actions will not be taken when an employee refuses to obey an unlawful order or an order which the employee reasonably believes that following such orders poses an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to seek redress.

SECTION C. Oral Admonishment. An employee receiving an oral admonishment will be informed of the reasons for the admonishment and the facts that lead to the conclusion that the action is warranted. The admonishment will be administered as soon as possible after the occurrence of the alleged offense or when the alleged offense becomes known to Management. Documentation of the admonishment on AF Form 971 will specifically include the words "oral admonishment" along with the cause and will be removed after one year from date of entry provided no additional misconduct has occurred.

SECTION D. Reprimand. An employee receiving a reprimand will be given an oral or written proposed notice stating the reason for the action and their rights. An oral proposed reprimand will be documented by a memo for record. An oral proposed notice will be supported by a memorandum for record. The notice of reprimand will state specifically and in detail the reason(s) for the action. The reprimand will be served on the employee as soon as possible after the occurrence of the alleged offense or when the alleged offense becomes known to the Management Official taking the action.

SECTION E. Suspension and Removal. An employee receiving a suspension or removal will be given a notice of proposed action stating specifically and in detail the reason(s) for the action. The proposed notice shall be served on the employee as soon as possible after the occurrence of the alleged offense or when the alleged offense becomes known to the Management official taking the action. The employee and the designated representative, if any, are entitled to review any and all information being used by the Employer to propose the disciplinary action, if requested.

1. Suspensions of fourteen (14) days or less.

The employee will be given a reasonable amount of time to respond orally, or in writing, or both. This period will not normally exceed ten (10) days from the receipt of the proposed notice.

2. Suspensions greater than fourteen (14) days and removals.

The employee will be given a reasonable amount of time to respond orally, or in writing, or both. This period will not normally exceed twenty (20) days from the receipt of the proposed notice.

Extensions of time may be granted by mutual consent. The employee in preparing and presenting a reply to the proposed action may represent him/herself or may be represented by the Union.

After consideration of the employee's response, the Employer will furnish the employee with a written notice of final decision.

SECTION F. Factors in Penalty Selection. Some of the factors that may be relevant in selecting the appropriate penalty are listed below. Not all of the factors will be relevant in every case. Selection of an appropriate penalty involves a responsible balancing of the relevant factors based on the individual case.

1. The nature and seriousness of the offense and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated.
2. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position.
3. The employee's past disciplinary record.
4. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability.
5. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's ability to perform assigned duties.
6. The consistency of the penalty with those imposed upon other employees for the same or similar offenses in like or similar circumstances.
7. The consistency of the penalty with the Guide to Disciplinary Actions (AFI 36-704, Atch 3).
8. The notoriety of the offense or its impact upon the reputation of the Air Force.

9. The clarity with which the employee was on notice of any rules that were violated in committing the offense or had been warned about the conduct in question.

10. The potential for the employee's rehabilitation.

11. The mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter.

12. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

SECTION G. Employees may represent themselves or be represented by the Union when responding to proposed disciplinary actions or at any Employer-initiated investigation the employee reasonably believes may result in disciplinary action, if the employee requests such representation. In each proposed notice of discipline, the Employer will notify the employee of his/her right to have Union representation. If the employee elects to be represented by the Union, copies of all subsequent correspondence addressed to the employee will be furnished to the Union representative. All written actions will include a notice of the employee's right to grieve under the Negotiated Grievance Procedure. The Negotiated Grievance Procedure of the agreement shall be the exclusive procedure available to bargaining unit employees for oral admonishments, reprimands, and suspensions of less than fifteen (15) days. Allegations of discrimination in conjunction with a disciplinary action may be raised through the EEO process or the grievance procedure but not both. Adverse actions may be processed through the Negotiated Grievance Procedure or the MSPB but not both.

SECTION H. Counseling entries, oral admonishments, and other disciplinary and adverse action entries should be made on the Employee Brief (AF Form 971). The option to initial the entries will be afforded the employee.

GRIEVANCE PROCEDURES

(31)

SECTION A. These procedures have been developed to provide a mutually-acceptable method for processing grievances. The negotiated procedures defined in this Article are exclusive to the Parties and the bargaining unit employees in resolving grievances.

SECTION B. Grievances concerning the following matters are specifically excluded from coverage of this procedure:

1. Any claimed violation of 5 U.S.C. 73, Subchapter 73 III, related to prohibited political activities (Hatch Act);
2. Retirement, life insurance, or health insurance;
3. A suspension or removal under 5 U.S.C. §7532 (relating to national security);
4. Any examination, certification, or appointment directly related to initial conditions of employment;
5. The classification of any position which does not result in the reduction in grade or pay of a bargaining unit employee; (The classification appeal process is to be used for concerns with title, series, grade and pay plan of a position.)
6. Nonselection for promotion from a group of properly ranked and certified candidates, or an action required to be taken by the Employer under provisions of statute or instructions of the Office of Personnel Management;
7. An action terminating a temporary promotion and returning the employee to the former position or comparable position from which temporarily promoted;
8. Non-adoption of a suggestion or failure to receive a quality salary increase or performance award or other kind of honorary or discretionary award;
9. A preliminary warning or notice of a specific action which, if effected, would be covered under this grievance procedure (e.g., a notice of a proposed disciplinary action) or would be excluded from coverage under this section;
10. Separation actions taken on an employee serving a trial or probationary period or on an employee serving under a TAPER appointment.
11. Appeals of specific Reduction-in-Force actions.
12. Content of performance elements and standards established by the supervisor on individuals' performance work plans (except as provided by law).

SECTION C. **Group grievances** will be processed when several employees have an identical

grievance. The Union will select one case for processing and the decision will apply to all concerned. The Union will provide written identification of the spokesperson designated to act for the group, as well as the names of all others concerned. The procedures outlined in Section H of this Article will apply.

SECTION D. Union grievances are grievances which are not individual or group grievances and may be initiated only by the Union President, or designee, in writing. Union grievances may be filed concerning any matter relating to conditions of employment which impact the Union overall, e.g., Union's institutional rights. The Parties jointly agree that anytime there is a Union Grievance initiated which is of concern to 302nd Airlift Wing or 50th Space Wing, it will be referred to the appropriate Wing Commander for consideration. Otherwise, Union grievances will be presented to the 21st Space Wing Commander or designee. The grievance must be filed within twenty (20) calendar days of the incident giving rise to the grievance or the date the Union becomes aware of the incident. Written decision will be issued within 30 days following receipt in the Civilian Personnel Flight. (If the parties wish to meet to discuss the grievance, the meeting will be scheduled within twenty (20) calendar days; and the written decision will be issued within twenty (20) calendar days of the meeting.) If that organizational Commander's decision is not acceptable, the Union may invoke arbitration in accordance with Article 32.

SECTION E. Employer grievances will be initiated by the Commander, or designee, and will be submitted in writing to the Union President within twenty (20) calendar days of the event giving rise to the grievance or when the Employer becomes aware of the incident. The Union may request to meet with the Commander, or designee, to review the facts. A written decision will be provided within twenty (20) days. If the Union decision is not acceptable, the Commander, or designee, may invoke arbitration, if desired, in accordance with Article 32.

SECTION F. If a complaint contains allegations of discrimination, an employee has a choice of filing a grievance under the provisions of this Agreement or filing an Equal Employment Opportunity (EEO) complaint in accordance with applicable regulations but does not have the authority to file both. The employee's option is exercised when a timely, step one written grievance is filed under this procedure or the employee files an informal EEO Complaint which has been assigned a Base docket number.

SECTION G. Employees must choose the procedures under which a complaint will be processed. If a matter is not excluded, the employee has the option of using either the negotiated grievance procedure or statutory appeal procedures. The employee's option is exercised when a timely, step one written grievance or appeal is filed under one of the procedures. Once the option is exercised, its procedures must be followed.

SECTION H. Grievances resulting from adverse actions (suspensions of 15 days or more, removals, or actions changing the individual to a lower grade) may be entered at Step 3 of this procedure within thirty (30) days of the effective date of the adverse action. The following procedures apply to the processing of all other **Employee grievances**:

1. **Step 1.** An employee may file a written grievance, or request mediation in accordance with Article 36 within twenty (20) calendar days. A written grievance will normally be

presented on a grievance form. The written grievance must contain

- a. a statement clearly identifying the matter being grieved, supporting narrative stating why the matter being grieved is inappropriate and should be changed,
- b. a copy of all supporting documents,
- c. a statement of the desired action or remedy, and
- d. identification and grievant(s) signature specifying the Union representative, if appropriate.

The grievance will be submitted to the lowest level supervisor who can render a decision, normally the immediate supervisor. In cases of disciplinary actions, in the unusual case where the person who would normally answer the grievance decided or directed the action, the Employer will consider using another management official to decide the grievance. In order to be considered timely filed, the grievance must be presented within twenty (20) days of the incident or the date in which the grievant becomes aware of the incident. A written decision with rationale that addresses the issue(s) framed in the grievance will be given to the grievant or Union representative, if designated, within twenty (20) calendar days and will include the employee's right to advance the grievance to Step 2. If the Union is not the designated representative of the grievant, they will be provided a courtesy copy of the response by the Labor Relations Officer or designee.

2. **Step 2.** If the grievant is dissatisfied with the decision at Step 1, the grievance may be advanced in writing no later than fifteen (15) calendar days after receipt of the Step 1 decision. The grievance will be directed to the squadron/unit commander or designee (i.e., 21 CES/CC) or appropriate tenant group commander (i.e., 302 LG/CC) or equivalent. The grievance will be forwarded through the Labor Relations Officer and will contain all documents from Step 1 and the grievant's summary of Step 1 discussions, including reasons for dissatisfaction. New issues may not be introduced unless considered under the provisions of Step 1; however, new documentation or supporting evidence may be submitted. The squadron/unit commander or designee will consider the grievance based on the written record unless a determination is made that additional information is required prior to the Step 2 decision. A written decision will be issued to the grievant and to the designated representative, if any, within twenty (20) days after receipt of the grievance and will include the grievant's right to advance the grievance to Step 3.

3. **Step 3.** If the grievant is dissatisfied with the decision at Step 2, the grievance may be advanced to Step 3, in writing, no later than fifteen (15) calendar days after receipt of the Step 2 decision. The Parties agree that any time there is a grievance initiated which is of concern to any tenant organization on issues within their control (i.e., 302 AW or 50 SW), it will be referred to the appropriate local commander or designee for consideration; otherwise grievances will be directed to the Installation Commander through the LRO. The grievance will contain the written decision from Step 2 and all other supporting documentation. The appropriate commander or designee will render a final written decision within thirty (30) days after receipt of the grievance. If dissatisfied with the decision at this level, the Union may request arbitration be invoked in

accordance with the provisions of this Agreement. Any issues regarding grievability or arbitrability must be raised to the other party at least 30 days prior to the scheduled hearing date.

SECTION I. Time limits may be extended, in writing, by mutual agreement provided the agreement is reached prior to expiration of the original deadline. At Step 3, either party may request an extension prior to the expiration of the deadline; one such extension request will automatically be granted. Failure by management to respond within the established time limits at each step will be considered an unfavorable decision and will entitle the grievant to advance to the next step. Failure by grievant to meet the established time limits will terminate the grievance.

ARBITRATION

(32)

SECTION A. Arbitration may be invoked only by the Union or the Employer.

SECTION B. Within twenty (20) calendar days from the date of receipt of the final decision either party may request the Federal Mediation and Conciliation Service (FMCS) provide a list of impartial persons qualified to serve as arbitrators by completing the FMCS Form R-43. The fee for providing the list of arbitrators will be split by the parties. The parties will meet within five (5) calendar days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, the Employer and the Union will each strike one arbitrator's name from the list and will then repeat this procedure until only one name remains on the list. The Parties will flip a coin to decide who strikes first. The remaining person will be duly declared the arbitrator.

SECTION C. If for any reason the Employer or the Union refuse to participate in the selection of an arbitrator after three scheduled attempts, the Party who is willing to participate may designate an arbitrator to hear the case.

SECTION D. The arbitrator's fee, incidental expenses, and per diem will be divided equally between the Union and Employer. Arbitrators are not empowered to require the production of a transcript. If the parties mutually agree to the production of a transcript, the costs of the transcript will also be divided equally between the parties. The arbitration hearing will be held on the Employer's premises during regular day shift hours of the basic work week. Participants required in the hearing will be on official time if otherwise in a duty status.

SECTION E. The parties agree to meet at least fourteen (14) days prior to the hearing to discuss names, addresses and telephone numbers of potential witnesses, summary of expected testimony, threshold issues, and attempt to stipulate to the issues to be arbitrated. Names and contact information of rebuttal witnesses will be provided to the opposing party as soon as possible prior to the hearing. Following this meeting, as soon as possible but no later than the initiation of travel, either party may make a request to the arbitrator that a decision be made on a threshold issues(s) without a hearing, on written submissions. If both parties agree, the request can be made jointly.

SECTION F. The arbitrator will arrange a mutually satisfactory time to hear the grievance, at which time both parties will appear and present testimony and evidence either orally or in writing or both. The arbitrator will be in complete charge of the hearing. The arbitrator's award will be binding on the Parties. Either party may file an exception to an award with the Federal Labor Relations Authority or other appropriate governing body.

SECTION G. Expedited Arbitration. The parties may mutually agree to place a grievance in an expedited grievance/arbitration process in lieu of appealing through the normal steps of the grievance procedure. The procedures will be developed by the parties at a later date.

UNFAIR LABOR PRACTICES

(33)

The Parties agree that the resolution Unfair Labor Practice complaints should be handled quickly and informally whenever possible.

DISTRIBUTION OF THE AGREEMENT

(34)

Copies (approximately 5 X 7) of the agreement will be provided to all bargaining unit employees. The Employer will maintain copies of the Agreement on hand to be distributed, by management, to all new, eligible employees. An additional seventy-five (75) copies will be provided to the Union. Upon request, a bargaining unit employee may obtain a copy from the CPF (Civilian Personnel Flight) or the Union, if his/her copy has been lost or destroyed. The Union may request additional copies, free of charge, when the initial stock has been depleted.

DURATION AND EFFECTIVE DATE OF THIS AGREEMENT (35)

SECTION A. This agreement will remain in force and be effective for three years from the date approved by the Head of the Agency. Either party may open two (2) selected articles annually in conjunction with the anniversary date of this agreement.

SECTION B. Renegotiating, Renewal, and Midterm Changes. Either party may give written notice to the other, not more than 120 days or less than 60 days prior to the anniversary or terminal date of this agreement, of the party's intent to renegotiate articles of this agreement. The timing of the exchange of proposals and the beginning of negotiations will be negotiated after said notice occurs. The present agreement will remain in full force and effect during its renegotiation, until such time as a new negotiated agreement is approved. If neither party serves notice to renegotiate this agreement, and subject to DoD review thereafter in accordance with 5 U.S.C §7114(c)(3) that commences on the date 59 days prior to the anniversary or terminal date described above, the terms of the agreement shall renew for succeeding periods of one (1) year unless either party gives written notice of its intent to modify the agreement or if either party elects to terminate a permissive topic of bargaining enumerated in 5 U.S.C §7106(b)(1). The Union retains its right to demand impact and implementation bargaining when the Agency terminates or makes any changes to a permissive topic of bargaining.

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

ALTERNATIVE DISPUTE RESOLUTION

(36)

Alternative Dispute Resolution (ADR) may be used to resolve disputes (grievances) at the lowest possible level. Mediation is available if both parties are willing to enter into the settlement process. Trained mediators are available and may be scheduled to assist in resolving grievances where both parties have requested mediation. Requests for mediation must be submitted to the Labor Relations Officer or designee within ten (10) calendar days. Mediation will normally be scheduled within twenty (20) calendar days of receipt of request by the Parties in the Civilian Personnel Flight. If the mediation is not successful in resolving the grievance, within ten (10) calendar days following the conclusion of the mediation, the employee may re-enter the grievance procedure at the same point where it was left. If after three attempts, an agreeable date can not be reached for mediation, the mediation will be canceled and the employee will be notified that he or she can revert back to the grievance procedure.

RESERVED

(37)

This Article is reserved for future use.

PARKING

(38)

SECTION A. The Employer will maintain adequate and, to the extent possible, convenient parking conducive with fair and equal access for each work center where bargaining unit members are currently employed in compliance with all applicable laws, rules, and regulations. The Employer, through the 21 SPTG/CC or equivalent, will assign parking in accordance with the following priorities:

1. Handicapped (IAW State Motor Vehicle Department)
2. Security requirements
3. Visitors/customers
4. Carpools
5. Executive personnel
6. Special award winners
7. Others

SECTION B. The Union will be provided one reserved parking space in the parking lot where the Union office is located. Any changes to this location will be negotiated in accordance with this Agreement. Parking spaces will be assigned to bargaining unit employees at their places of employment on an equitable basis, upon written request. Employees requesting a reserved space are asked to demonstrate which priority, if any, apply.

SECTION C. Any additional requirements or proposed changes to the policy, or parking in general, will be subject to notice and renegotiation with the Union, as they impact bargaining unit employees.

SECTION D. If management deems remote parking is necessary, even on a temporary basis, transportation arrangements will be made available. Special consideration will be given to disabled bargaining unit employees who find it difficult to access their workplace.

SMOKING

(39)

Proposed changes to current arrangements for smoking at Peterson AFB Complex will be negotiated with the Union prior to implementation. Smoking arrangements for new construction or work areas will normally be negotiated prior to bargaining unit employees occupying those areas.

PRE-DECISIONAL INVOLVEMENT (PDI)

(40)

Both Parties agree that PDI could potentially help identify problems and propose solutions to better serve the public and Agency mission. PDI is a tool to share information, ideas, concerns, and options early in the decision-making process. The goal of PDI is to resolve disputes quicker and earlier than can be accomplished in other dispute resolution processes; reduce complaints and avoid costly litigation; be less adversarial; and produce creative solutions where both Parties are more satisfied with the end result. PDI does not eliminate or replace bargaining or other labor obligations under the Statute. Either party may opt out of PDI at any time for those issues they feel are not a good candidate for PDI.

REDUCTION IN FORCE AND TRANSFER OF FUNCTION (41)

SECTION A. Purpose. This Article describes the procedures and arrangements for adversely affected employees that the Employer will follow in the event it determines to undertake a reduction in force (RIF) or a transfer of function. It is intended to protect the interests of employees while allowing the Employer to exercise its rights and duties in carrying out the mission of PAFB Complex.

SECTION B. Alternate Methods. To eliminate or minimize adverse impact upon employees in a RIF, the Employer agrees to consider alternative methods, such as, but not limited to, attrition, reassignments or details which do not result in displacement, early-out retirement, and, to the extent feasible, curtailment of nonessential expenditures. The Employer agrees to request from appropriate higher authorities, access to, or authorization to offer any and all available incentives for attrition.

SECTION C. Union Notification and Procedures.

1. When it is determined that any of the actions stated in this Article are necessary, the Employer shall inform the Union in writing and provide the information described in this Section.

2. Formal written general notification shall be given to the Union at least thirty (30) calendar days in advance of any general notice to employees.

3. The Employer shall provide the Union with the following specific information concerning any proposed RIF which will impact the unit:

- a. The reason(s) for the RIF or transfer of function;
- b. The approximate numbers, types and grades of positions affected (including which commands); and
- c. The target effective date.

4. The Employer will provide copies of the specific proposed notices, when available.

5. **Procedures.** Procedures relating to RIF will be governed by DoD procedures in accordance with 10 U.S.C §1597(f), and any applicable government-wide regulation or agency directives in accordance with DoD procedures.

SECTION D. Official Time. Union representatives who are employees of PAFB Complex shall be entitled to official time as provided for in Article 6 to assist employees affected by RIF actions. Such time shall include, but not be limited to, private consultation with employees, preparation and presentation for meetings, inquiries, appeals, review of retention registers of other RIF records, and other related aspects of employee assistance.

SECTION E. Employee Notification. Employees who are adversely affected by actions stated in this Article, (i.e., reduction in grade, reassigned, separation, or geographic transfer) shall, as a minimum, be given specific notices in advance of the effective date, in accordance with OPM regulations. All such notices shall contain the information required by OPM and DOD regulations, in addition to that required by this Agreement.

SECTION F. Employee Information. The Employer shall provide information needed by employees to understand the RIF and how they were affected. Specifically, the Employer shall

1. inform all employees as fully and as soon as possible of plans or requirements for a RIF in accordance with applicable rules and regulations, and
2. inform all employees of the extent of the affected competitive area, the regulations governing RIF and the kinds of assistance provided for affected employees.

SECTION G. Employee Response to Offer. Upon receipt of a notice by the employee that they have been offered a reassignment and/or release from their competitive level or any other RIF action short of separation, the employee shall have a minimum of five (5) work days to accept or reject the offer in the notice.

SECTION H. Employee Use of Official Time and Facilities. Adversely affected employees shall be entitled to a reasonable and necessary amount of official time, between the date of the specific notice and the effective date of the action, while otherwise in a duty status to take advantage of the benefits and entitlements as provided in the AF Transition Assistance Program and through the Community Resource Room.

SECTION I. Outplacement Services.

1. The Employer shall provide access to and information concerning state unemployment compensation benefits during duty hours.
2. The Employer shall conduct a positive placement program to assist in minimizing the adverse impacts on employees who are affected by the RIF. The placement program will include counseling for employees on job opportunities and alternatives available to affected employees. The Union may also assist in providing all or part of those services through the state AFL-CIO response program. The Agency will assist in allowing access to PAFB Complex by those individuals, to the extent feasible, and considering security issues.

SECTION J. Personnel Files. Employees will be provided an opportunity to update and review information available through personnel automated systems for accuracy. Employees will be notified of the period of time in which to accomplish this via the current publications and any other methods available to the Employer. Arrangements will be made through the employee's immediate supervisor and the servicing personnel flight. Reviews and updates will be made during normal duty hours. Employees assigned to swing shift or graveyard shift may have their schedules adjusted to accommodate a review of their automated records. Employees may request a Union representative accompany them to assist them in reviewing their automated

records.

SECTION K. Retention Registers. The Employer shall be responsible for the accuracy of all retention registers which are used to conduct the RIF. The Union may examine retention registers and any subsequent changes which may occur. To the extent feasible, a mock RIF will be conducted and affected employees will be appropriately advised based on the analysis of RIF impact. Those employees who are advised will be counseled on applicable RIF benefits and entitlements, including early PPP registration if applicable. Other programs will also be offered to assist employees in their career transition.

SECTION L. Details. Employees on detail assignments will not be released during a RIF from the position to which they are detailed, but rather, from their positions of record.

SECTION M. Reemployment Priority List. The Employer will maintain a reemployment priority list, consistent with applicable regulations, for Group I and II employees who receive notices of separation from competitive positions.

SECTION N. Waivers of Qualifications. If the Employer decides to waive qualifications of a particular position in order to place an employee, the Union will be notified as soon as possible. Upon request, the Union will be furnished information concerning the position including, but not limited to, the specific qualifications which were waived, in accordance with law, rule and this Agreement.

SECTION O. Transfer of Function.

1. When a Transfer of Function results in a RIF, the procedures of this Article shall be used.

2. In accordance with applicable leave, travel and entitlement regulations, employees will be granted a reasonable amount of time to make arrangements for their relocation. Employees are normally eligible for such benefits when the Transfer of Function requires their relocation outside of their current commuting area. Payment of moving costs and any other reimbursable expenses will be in accordance with applicable regulations.

This Collective Bargaining Agreement between the Peterson Air Force Base Complex (Employer) and the American Federation of Government Employees Local #1867 (Union) is hereby executed on the 28th day of November, 2018.

FOR THE EMPLOYER

FOR THE UNION

Approved by Department of Defense on December 7, 2018.