

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**301st FIGHTER WING
NAVAL AIR STATION FORT WORTH JOINT RESERVE BASE, TEXAS**



AND

**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES AFL-CIO
LOCAL 1364**

Effective: 1 FEB 2019 to 1 FEB 2022

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LOCAL 1364
2018

PREAMBLE

This Collective Bargaining Agreement (CBA) is entered into by and between the 301st Fighter Wing Commander, Naval Air Station Fort Worth Joint Reserve Base (NAS Fort Worth JRB), Texas, (hereinafter referred to as the Agency) and the American Federation of Government Employees Local 1364—AFL-CIO, (hereinafter referred to as the Union). The Agency and the Union will be collectively referred to as the Parties.

The Parties mutually recognize that the Congress of the United States has expressed public policy concerning labor relations in the Federal Government as follows:

“...the right of employees to organize, bargain collectively and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of the public business, and facilitates and encourages the amicable settlement of disputes between employees and their employers involving conditions of employment; and the public interest demands 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 operations of the government. Therefore, labor organizations and collective bargaining in the civil service are in the public interest.” (5 U.S.C. 71)

Pursuant to this policy, the Parties have agreed upon the various articles hereinafter set forth. This Agreement constitutes a Collective Bargaining Agreement between the 301st Fighter Wing Commander and the American Federation of Government Employees Local 1364.

ARTICLE 1

RECOGNITION AND UNIT DETERMINATION

SECTION 1: The Agency hereby recognizes that AFGE Local 1364, American Federation of Government Employees (AFL-CIO), is the exclusive representative of all employees in the unit (as defined in Section 2 below). The Union recognizes its responsibility of representing the interests of all such employees without discrimination and without regard to Union membership with respect to grievances, personnel policies, practices, and procedures or other matters affecting their general working conditions, subject to the express limitations set forth elsewhere in this Agreement.

SECTION 2: The unit to which this Agreement is applicable is composed of all non-supervisory, non-professional, appropriated fund Air Force employees serviced by the Civilian Personnel Office, NAS Fort Worth JRB, Texas, excluding management officials, supervisors, professional employees, and employees engaged in personnel work in other than a purely clerical capacity.

ARTICLE 2

RIGHTS OF THE AGENCY

SECTION 1: Management officials of this agency retain all rights defined in 5 U.S.C. Chapter 71, Section 7106, including all government-wide rules, regulations, policies, and all applicable laws not otherwise limited by the terms and conditions of this Agreement.

ARTICLE 3

RIGHTS OF THE EMPLOYEES

SECTION 1: Employees of the bargaining unit retain all rights defined in 5 U.S.C. Chapter 71, Section 7102, including all applicable government-wide rules, regulations, policies, and laws, as well as any and all rights afforded within the terms and conditions of this Agreement.

SECTION 2: Each employee shall have the right to present matters of personal concern to the attention of appropriate officials of the Agency with or without assistance of the Union.

SECTION 3: It is understood the employee will conduct themselves in a conscientious manner that will not adversely discredit the Air Force or the public service.

ARTICLE 4

UNION REPRESENTATION

SECTION 1: The Parties recognize that in the furtherance of good labor-management relations as provided for in the Civil Service Reform Act of 1978, Union officials have the responsibility of carrying out representational duties.

SECTION 2: In the administration of this Article, if the immediate supervisor is unavailable, the employee/representative must follow the chain of command.

SECTION 3: The Agency agrees to accept and recognize a reasonable number of Union stewards duly appointed by the Union.

SECTION 4: The following procedures shall apply to Union representatives who are required to leave their assigned work area on official time, as authorized under this Agreement:

- (1) When a Union representative is required to leave his/her assigned work area to conduct authorized business, that Union representative must obtain written permission from his/her immediate supervisor using the Request for Official Time (See Addendum A1). The Labor Relations Officer will be copied on all requests for official time.
- (2) Subject to the provisions of this Article, if the workload conditions permit, the Union representative shall be released. If release is not granted because of workload considerations, the supervisor shall advise the Union representative when release would be appropriate. The supervisor will provide a timely response to the official time request. If a verbal response is given, it will be followed up in writing.
- (3) When the Union representative intends to meet with employees in another work area, the representative shall coordinate such meeting with the first level supervisor of the employees involved.
- (4) Upon return to the work area, the Union representative shall inform the supervisor of his/her return.

SECTION 5: The Union will provide the Agency a list of the duly appointed stewards and the organization(s) to which they are assigned. The Union will post the names of the stewards and their assigned areas in the permanent section of the appropriate bulletin board(s).

SECTION 6: The Agency agrees that the President of the Union, or his/her designee in writing, is authorized to consult with the 301st Fighter Wing Commander, or his/her designee in writing, on matters which may be of unit-wide concern or in individual cases which may be of such gravity that such action is deemed appropriate. Such meetings shall be prearranged per the Wing Commander's directive. The President of the Union or the 301st Fighter Wing Commander may request attendance by appropriate management and Union representatives.

SECTION 7: The Union has a right to be represented at formal discussions between management and employees or employee representatives concerning grievances, changes to personnel policies and practices, or other matters affecting working conditions of employees in the unit. If such discussions involve matters which the Agency could be obligated to negotiate, such decisions will not be made until this obligation is discharged.

SECTION 8: An employee may handle his/her own grievance under the Negotiated Grievance Procedure. However, if the employee desires representation, he/she must be represented by the Union or someone approved by the Union. If an employee or group of employees wish to present grievances on matters arising under the Agreement without the intervention of the exclusive representative, they will be permitted to present such grievances to the Agency and have them adjusted so long as the adjustment is not inconsistent with the terms of the Agreement.

SECTION 9: The Agency agrees not to interfere with, coerce, or discriminate against an employee because of his/her representational duties on behalf of the Union.

ARTICLE 5

OFFICIAL TIME

SECTION 1: The Union recognizes its responsibility of representing the interests of all such employees without discrimination and without regard to Union membership with respect to grievances, personnel policies, practices, and procedures or other matters affecting their general working conditions, subject to the express limitations set forth elsewhere in this Agreement.

SECTION 2: In order to develop and maintain effective labor-management relations, the Agency agrees to allow official time as provided in Section 1 of this Article to employees who are officers or stewards of the Union if they are otherwise in a regular duty status and make proper arrangements for the particular activity in accordance with Section 4 of Article 4. No more than two (2) such Union stewards/officers shall be permitted to attend authorized functions (See Section 4 of this Article) on official time unless an exception is granted on a case-by-case basis by the Agency, or unless more than two (2) representatives are required by specific provisions of this Agreement. The Union will ensure that its officers and stewards keep the use of official time to the minimum reasonable necessary for the proper performance of the authorized function.

SECTION 3: The Parties will cooperate to ensure all official time is documented in the Agency-approved time and attendance system. If supervisors have any questions regarding official time, they should contact the Labor Relations Officer.

SECTION 4: Consistent with 5 U.S.C. Chapter 71 and this Agreement, and if not otherwise prohibited by law, the following are considered authorized functions for the use of official time:

- (1) Term Negotiations
 - a. Prepare for and negotiate a collective bargaining agreement
- (2) Mid-Term Negotiations
 - a. Prepare for and negotiate with management officials concerning changes to personnel policies, practices, and matters affecting working conditions proposed by management officials
- (3) Dispute Resolution
 - a. Represent an employee or the Union in the preparation and presentation of a grievance at any step of the Negotiated Grievance Procedure
 - b. Prepare for arbitration and serve as the Union representative in an arbitration hearing. The Union will be allowed two (2) people on official time at an arbitration hearing
 - c. Prepare Unfair Labor Practice (ULP) charges and participate in informal ULP resolution proceedings with management officials
 - d. Represent an employee in appeal hearings covered by statutory procedures where the employee has designated the Union as his/her representative

(4) General Labor-Management Relations

- a. Participate in partnership meeting
- b. Prepare for and attend meetings scheduled with management
- c. Prepare responses to management-initiated correspondence
- d. Discuss and review potential grievances with bargaining unit employees
- e. Appear as a witness at any step of a grievance
- f. Appear as a witness at an arbitration hearing
- g. Represent the Union in formal discussions involving personnel policies, practices, working conditions, or grievances between bargaining unit employees and management
- h. Serve as the employee's representative in the preparation and presentation of a reply to a proposed disciplinary action or discrimination complaint where the employee has designated the Union as his/her representative
- i. Represent the Union in investigatory interviews between supervisors and employees upon the employee's request
- j. Represent the Union on approved committees authorized by this Agreement
- k. Serve as an agent of the Agency while participating as a data collector in a wage survey
- l. Assist bargaining unit employees in reviewing their personnel records
- m. Attend Union/Agency sponsored training, to include AFGE, Department of Labor and the U.S. Internal Revenue Service Treasurer Training
- n. Travel to applicable work site or to/from the union office to accomplish authorized official time functions
- o. Prepare reports mandated by federal agencies
- p. Be present as an observer in an adverse action proceeding and/or grievance adjustment where the Union is not the employee's representative (subject to approval of the hearing officer in charge of the adverse actions proceedings)
- q. Other general labor relations activities consistent with 5 U.S.C. Chapter 71

SECTION 5: Official time will be granted to employees who are Union officers and stewards for the purpose of attending Union-sponsored and other training sessions, provided (1) the training serves both the interests of the Air Force and the employees in their capacity as Union representatives, (2) the employee's supervisor recommends approval of the training based on mission requirements during the period of the requested training; and (3) the request is submitted using the Request for Official Time (Addendum A1).

ARTICLE 6

LABOR-MANAGEMENT PARTNERSHIP

SECTION 1: Within the first seven (7) calendar days of each month, the Agency will send Local 1364 a list of the names, position titles, grades, bargaining unit status codes, and organizations of all employees serviced by the Civilian Personnel Office, excluding those positions not eligible for inclusion in the bargaining unit under 5 U.S.C. 7112 (b)(1). Additional information may be provided upon request.

SECTION 2: The Agency and the Union agree that a constructive and cooperative working relationship between labor and management is essential to achieving the organization's mission and to ensuring a quality work environment for all employees. The Parties recognize that this relationship must be built on a solid foundation of trust, mutual respect, and a shared responsibility for organizational success. Therefore, the Parties agree to meet on a monthly basis to discuss issues arising from the labor-management relationship agreed to in this Agreement. Meeting minutes will be kept by the Agency. The Parties agree to make every effort to submit agenda items three (3) calendar days in advance of each meeting. Both Parties agree to resolve matters in a professional and timely manner to meet the mission demands of the organization.

SECTION 3: Upon request, either Party to the Agreement will meet with the other within ten (10) calendar days for any meeting considered necessary, provided the request states the subject matter to be discussed. All meeting requests will be sent through the Labor Relations Officer for coordination.

SECTION 4: The purpose of the monthly labor-management partnership meetings will be to discuss matters such as workplace challenges and problems; the interpretation and application of this Agreement; the application of law, rules, regulations, and policies; the encouragement of good labor-management relationships as well as good employee-supervisor relationships; the betterment of employee working conditions; the correction of conditions causing grievances and/or misunderstanding; the strengthening of employee morale; equal employment opportunity; and the development of joint solutions to problems. It is agreed that individual grievances will not be discussed during partnership meetings.

ARTICLE 7

MATTERS APPROPRIATE FOR NEGOTIATIONS

SECTION 1: The Parties agree to meet at reasonable times and negotiate in good faith with respect to personnel policies and practices and all matters affecting working conditions of bargaining unit employees which are within the control of the Agency, as required by all applicable government-wide rules, regulations, policies, and laws. Management rights will be exercised in accordance with 5 U.S.C. 7106.

SECTION 2: If the Parties do not mutually agree on proposed changes submitted by the Agency on personnel policies and practices and all matters affecting working conditions, the following steps will be used to facilitate good faith negotiations:

- (1) The Union will have fourteen (14) calendar days from the receipt of the Agency's notification of a proposed initiative or change to submit a written request to negotiate the change or the impact and implementation thereof under the Statute. The Union will be deemed to have agreed to such initiative or change if it fails to submit such request within fourteen (14) calendar days.
- (2) The Union will provide proposals for negotiations to the Labor Relations Officer, or his/her designee, within fourteen (14) calendar days after submitting a written request to negotiate.
- (3) The Parties will meet within seven (7) calendar days after the Agency's receipt of the Union's proposals to begin negotiations.
- (4) If agreement has not been reached after a reasonable period of time, or if immediate implementation of the initiative or change is required to carry out the requirements of the Agency, the Agency is free to implement the proposed initiative or change. Negotiations may continue after such an implementation.

SECTION 3: If the Agency asserts in writing that a proposal is nonnegotiable as it is in violation of an appropriate regulation or not within the control of the Agency, the Union may file a petition for review with the Federal Labor Relations Authority (FLRA) in accordance with all applicable government-wide rules, regulations, policies, and laws.

SECTION 4: All timeframes in this Article may be extended by mutual agreement of both Parties.

SECTION 5: When the Parties negotiate any changes in this Agreement, they shall execute a joint document which will amend the article(s) of this Agreement. The amendment shall be approved and executed in the same manner as the original Agreement.

SECTION 6: All impasses in negotiations will be resolved in accordance with this Agreement, all applicable government-wide rules, regulations, policies, and laws.

ARTICLE 8

GENERAL

SECTION 1: The Agency agrees to abide by all applicable government-wide rules, regulations, policies, and laws covering Federal employees and to apply them on a fair and equitable basis.

SECTION 2: It is recognized that all employees are expected to pay promptly all just financial obligations. In the event of a dispute as to the validity of a debt between an employee and a private individual or firm, the Agency will take no disciplinary action against the employee until the dispute is resolved. A just obligation is one which the employee acknowledges as being just or which has been reduced to a court judgment.

SECTION 3: The Agency will adhere to the principles of the Air Force Merit Promotion Plan and will refrain from committing Prohibited Personnel Practices.

SECTION 4: The Union may conduct no more than two (2) membership drives annually. The Agency will be notified no later than thirty (30) calendar days prior to the event.

ARTICLE 9

CONTRACTING OUT

SECTION 1: The Agency agrees to abide by all applicable government-wide rules, regulations, policies, laws, and circulars concerning contracting out. The Agency further agrees to take action to minimize the impact on affected employees when a function is contracted out.

SECTION 2: The Agency will notify the Union, in writing, when it becomes aware of its intent to accept bids for contract work which would adversely affect employees in the unit. Such advance notice will provide full explanation, if applicable, of the reasons for making the change.

SECTION 3: The Union may file a protest in accordance with all applicable government-wide rules, regulations, policies, and laws.

ARTICLE 10

REDUCTION-IN-FORCE (RIF)

SECTION 1: All RIFs will be carried out in compliance with all applicable government-wide rules, regulations, policies, and laws.

SECTION 2: Prior to employee notification and at the earliest practicable date, the Agency agrees to notify the Union of a decision to conduct a RIF. The Union will be consulted on the impact of the RIF. The Agency will provide the Union with the reasons for the RIF, the approximate number and types positions affected, and the proposed effective date.

SECTION 3: The Agency agrees to make every practicable effort to avoid or minimize the adverse impact of the RIF on employees in the unit.

SECTION 4: Employees separated by RIF will be provided information on applying for unemployment compensation through the Texas Workforce Commission.

SECTION 5: Eligible career or career-conditional employees separated by RIF will be registered in the Priority Placement Program (PPP). It is understood that acceptance of a temporary position does not alter the employee's right to be offered a permanent position.

SECTION 6: Subject to exceptions under all applicable government-wide rules, regulations, policies, and laws, an employee affected by RIF must meet the qualification requirements of any position the Agency may offer that employee.

SECTION 7: Any employee affected by RIF has the right to review all relevant records pertaining to the action including the applicable retention register. The employee may elect to be accompanied by a representative or to have the representative inspect the applicable retention register. The employee's representative must be designated in writing by the employee.

SECTION 8: It is the employee's responsibility to ensure all his/her information (to include tenure and veterans' preference) is updated in the personnel system.

ARTICLE 11

DISCIPLINE AND ADVERSE ACTIONS

SECTION 1: The Parties recognize that the public interest requires the maintenance of high standards of conduct and agree discipline is the right and responsibility of the Agency. The Agency agrees that disciplinary actions against bargaining unit employees will be based on just cause and in accordance with all applicable government-wide rules, regulations, policies, and laws. Disciplinary actions will be taken only for such cause as will promote the efficiency of the service.

SECTION 2: Discipline will be applied fairly and equitably and will not be used to harass employees. Disciplinary actions will be timely based upon the circumstances and complexity of each case.

SECTION 3: A disciplinary action is an action management takes to correct an employee's delinquency or misconduct. Included are oral admonishments, reprimands, suspensions, removals and, in some cases, reductions in grade or pay. Except for oral admonishments and reprimands, these disciplinary actions are also adverse actions.

SECTION 4: An adverse action is a removal, suspension, furlough for thirty (30) calendar days or less, or reduction in grade or pay. These actions don't include those resulting from RIF. Adverse actions may or may not be for disciplinary reasons.

SECTION 5: When the Agency conducts any examination of an employee in the unit, the employee being interviewed is entitled, upon request, to the presence of a Union representative if the employee reasonably believes that the interview may result in disciplinary action. If a representative is requested, no further questioning will take place until the representative is present.

SECTION 6: Prior to the supervisor's written or verbal notice of proposed disciplinary action, the Agency will attempt to ascertain all pertinent facts both for and against the employee.

SECTION 7: If an employee who has received a notice of proposed disciplinary action elects to be represented by a Union representative, he/she shall designate his/her representative in writing to the designated deciding official. The employee may obtain advice and assistance from the Union in preparing his/her reply. In addition, the employee may be accompanied by a representative of his/her own choosing when making his/her oral reply to a notice of proposed disciplinary action. The deciding official will consider the employee's reply fully and impartially prior to making a final decision.

SECTION 8: Upon request, copies of all supporting material relied upon in proposing the disciplinary action will be furnished to the employee's designated representative, if any.

SECTION 9: When the employee does not elect to have the Union represent him/her, the Union will be permitted to have an observer present at any hearing resulting from the

disciplinary/adverse action without charge to leave. If the employee objects to the attendance of an observer on grounds of privacy, the hearing officer will determine the validity of the objection and make the decision on the question of attendance.

SECTION 10: As far as it is administratively practicable, the Agency agrees to allow witnesses to testify at hearings in duty status. Witnesses will be free from restraint, interference, coercion, discrimination, and reprisal.

SECTION 11: No record of disciplinary action ruled to be unfounded will be placed in an employee's Official Personnel Folder or Supervisor's Employee Work Folder (which includes the AF Form 971, Supervisor's Employee Brief) except as required by law, rules, or regulations, nor will it be considered for progressive discipline.

SECTION 12: Interviews, inquiries, counseling, warrants, and subpoenas should normally be conducted or issued in private and in such a manner as to minimize any embarrassment to the affected employee.

SECTION 13: It is agreed that letters of proposed disciplinary actions are not negotiable or grievable. A disciplinary action may be grieved upon issuance of the decision.

SECTION 14: With the exception of oral admonishments, entries in the Supervisor's Employee Work Folder and non-disciplinary counseling sessions conducted by supervisory or management officials are not considered discipline.

SECTION 15: The employee may request that oral admonishments and reprimands be removed from his/her file after a one (1) year period. In all cases, oral admonishments and reprimands will be removed from an employee's file after two (2) years.

SECTION 16: For further reference:

Adverse Actions, 5 U.S.C. Chapter 75

Adverse Actions, 5 C.F.R. 752

Discipline & Adverse Actions, AFI 36-704

Discipline & Adverse Actions, AFI 36-704_AFRCSUP_1

Managing the Civilian Performance Program, AFI 36-1001

Performance Appraisal, 5 U.S.C. Chapter 43

ARTICLE 12

NEGOTIATED GRIEVANCE PROCEDURE

SECTION 1: The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances.

SECTION 2: A grievance is defined as any complaint:

- (1) by any bargaining unit employee(s) or the Union concerning any matter relating to the employment of the employee(s)
- (2) by any bargaining unit employee(s), the Union, or the Agency concerning:
 - a. the effect or interpretation or a claim of breach of this collective bargaining agreement
 - b. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment. **NOTE:** Conditions of employment is defined as personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions

SECTION 3: Matters listed in this section are excluded from the procedures outlined in this Article:

- (1) Any claimed violation relating to prohibited political activities
- (2) Retirement, life insurance, or health insurance
- (3) A suspension or removal relating to national security
- (4) Any examination, certification, or appointment
- (5) The classification of any position which does not result in the reduction in grade or pay of an employee
- (6) Non-selection for promotion from a group of properly ranked and certified candidates or failure to receive a noncompetitive promotion
- (7) Separation of an employee serving under a probationary, trial period, or temporary promotion
- (8) The receipt or failure to receive a performance award or quality salary increase
- (9) Adoption or failure to adopt an employee suggestion or invention

SECTION 4: This Article shall be the exclusive procedure available to the Union, the Agency, and the bargaining unit employees for resolving grievances. An aggrieved bargaining unit employee affected by discrimination, a removal, a suspension for more than fourteen (14) calendar days, a reduction in grade or pay, a furlough for more than thirty (30) calendar days, or a reduction-in-force may, at his/her option, raise the matter under a statutory appeals procedure or this negotiated procedure, but not both. (This provision applies to all bargaining unit employees except those serving a probationary or trial period.) An employee shall be deemed to have exercised his/her option under this section when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance, whichever event occurs first.

SECTION 5: The Agency agrees to render its final decision on the grievability or arbitrability of a grievance within its written decision in Step 3 of this procedure. All disputes of grievability or arbitrability will be referred to an arbitrator as a threshold issue of the grievance in accordance with Article 13, Arbitration.

SECTION 6: Most grievances arise from misunderstanding or disputes which can be settled promptly and satisfactorily on an informal basis between the immediate supervisor and the employee(s). Before a formal grievance is filed, every effort will be made by the supervisor and the employee(s) to settle the potential grievance at the lowest possible level. If the supervisor and the employee(s) are unable to resolve the potential grievance, the Agency and the Union will work together in pursuit of a resolution at the lowest level.

SECTION 7: The filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, or loyalty to the organization.

SECTION 8: An employee is entitled to a Union representative at any step of the grievance procedure. A bargaining unit employee may present and process a grievance under this procedure without the intervention of the Union except that only the Union or the Agency may invoke arbitration.

SECTION 9: Grievances at all steps should be sent to the Labor Relations Officer for proper routing in accordance with the employee's chain of command. The following steps are applicable in the processing of a grievance.

- (1) The grievant and/or his/her representative must provide his/her written (email/memorandum/text message) intent to file a Step 1 grievance within fourteen (14) calendar days from the date the subject grievance occurred, or after the employee or the Union first became aware of the event. The Step 1 grievance must be addressed, in writing, to an appropriate representative of the Agency within seven (7) calendar days from the date the intent to file is submitted. The supervisor will discuss the grievance with anyone he/she believes may have relevant and useful information to include the grievant, a Union representative, other supervisors in the chain of command, the Civilian Personnel Office, etc. The supervisor will give the grievant a written decision within fourteen (14) calendar days after the grievance is presented.

- (2) If the grievant is not satisfied with the decision in Step 1 and wants the matter considered further, he/she must address the matter to the next level supervisor within fourteen (14) calendar days. Upon request, the supervisor will meet with the grievant and his/her representative (if any) within seven (7) calendar days from the date the written grievance is received. The supervisor will give the grievant a written decision within fourteen (14) calendar days after the written grievance is received.
- (3) If the grievant is not satisfied with the decision in Step 2 and wants the matter considered further, he/she must address the matter to the next level supervisor within fourteen (14) calendar days. Upon request, the supervisor will meet with the grievant and his/her representative (if any) within seven (7) calendar days from the date the written grievance is received. The supervisor will give the grievant a written decision within fourteen (14) calendar days after the written grievance is received.
- (4) If the grievant is not satisfied with the decision in Step 3, the Union may refer the matter to arbitration.

SECTION 10: All time limits in this Article may be extended by mutual consent of both Parties. Failure of the Agency to observe the time limits shall entitle the Union to advance the grievance to the next step. Failure of the Union or the aggrieved employee to observe the time limits will be cause to deny the grievance.

SECTION 11: A Union grievance over the interpretation or application of this Agreement may be submitted in writing by the Local President, or his/her designee, to the Wing Commander, or his/her designee, within fifteen (15) calendar days from the date the event upon which the grievance is based occurred, or after the Union first became aware of the event. The Parties will meet within fourteen (14) calendar days after receipt of the grievance to discuss the grievance. The Wing Commander, or his/her designee, will give the Local President his/her written decision within fourteen (14) calendar days after the meeting. If the Union is not satisfied with the decision, the Union may refer the matter to arbitration.

SECTION 12: An Agency grievance over the interpretation or application of this Agreement may be submitted in writing by the Wing Commander, or his/her designee, to the Local President, or his/her designee, within fifteen (15) calendar days from the date the event upon which the grievance is based occurred, or after the Agency first became aware of the event. The Parties will meet within fourteen (14) calendar days after receipt of the grievance to discuss the grievance. The Local President, or his/her designee, will give the Wing Commander his/her written decision within fourteen (14) calendar days after the meeting. If the Agency is not satisfied with the decision, the Agency may refer the matter to arbitration.

SECTION 13: Every grievance filed under this procedure must contain the following at every step:

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

- (2) A statement specifying that the matter is being presented as a grievance
- (3) The event upon which the grievance is based and the date it occurred
- (4) The law, rule, regulation, or contract provision the aggrieved party believes was violated
- (5) The requested remedy
- (6) The signature of the filing party and his/her designated representative, if any

ARTICLE 13

ARBITRATION

SECTION 1: If the Agency and the Union fail to settle any grievance processed under the Negotiated Grievance Procedure, such grievance, upon written request by either Party within twenty (20) calendar days after issuance of the Agency's or the Union's final decision in accordance with Article 12, shall be submitted to arbitration.

SECTION 2: Within seven (7) calendar days from the date of the request for arbitration, the movant shall request the Federal Mediation and Conciliation Service to provide a list of nine (9) impartial persons qualified to act as arbitrators and provide a copy of the list to the nonmovant. The Parties shall meet within seven (7) calendar days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Parties will each strike one arbitrator's name from the list and will then repeat this procedure until one name is left. The nonmovant will strike first. The remaining person shall be the duly selected arbitrator.

SECTION 3: If for any reason the Agency or the Union refuse to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

SECTION 4: The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Parties. Travel and per diem will be paid at not more than the maximum rate payable to DoD employees under the Joint Travel Regulation. The arbitration hearing will be held, if possible, on the Agency's premises during the regular day shift hours of the basic work week. All participants in the hearing shall be in a duty status.

SECTION 5: The arbitrator will be requested to render his/her decision as quickly as possible, but not later than thirty (30) calendar days after the conclusion of the hearing unless the Parties mutually agree to extend the time limit.

SECTION 6: The arbitrator's award will be binding on the Parties. However, either Party may file exceptions to an award.

SECTION 7: The arbitrator's authority is limited to deciding only the issue or issue(s) raised in the formal grievance. If the Parties fail to agree on a joint stipulation of the issue(s) to be arbitrated, each may submit the issue(s) proposed for consideration to the arbitrator. The arbitrator will then determine the issue(s) to be heard.

SECTION 8: Either Party must notify the other Party of their intent to file an exception within the timelines prescribed by the FLRA. Failure of either Party to give timely notice of its intentions will constitute the Party's acceptance of the arbitrator's award. A copy of either Party's exception to an arbitrator's award must be simultaneously filed with the other Party.

SECTION 9: Any dispute over the application or interpretation of an arbitrator's award will be returned to the arbitrator for clarification.

SECTION 10: Within thirty (30) calendar days of a request for arbitration, a hearing will be scheduled to occur on a date mutually convenient to both Parties, but not later than ninety (90) calendar days after the request for arbitration, unless agreed otherwise and subject to the arbitrator's availability.

ARTICLE 14

PAY PRACTICES

SECTION 1: Environmental differential pay will be paid in accordance with applicable government-wide rules, regulations, policies, and laws.

SECTION 2: Night differential will be paid to employees in accordance with applicable government-wide rules, regulations, policies, and laws.

SECTION 3: Sunday premium and holiday pay will be authorized and paid in accordance with applicable government-wide rules, regulations, policies, and laws.

ARTICLE 15

CORE PERSONNEL DOCUMENT/POSITION DESCRIPTION (CPD/PD)

SECTION 1: The purpose of the CPD/PD is to describe the major duties, responsibilities, classification, and supervisory relationships assigned to a position. Such documents do not list every duty an employee may be assigned, but reflect those duties which are pay plan, series, and grade-controlling.

SECTION 2: The Parties will encourage employees to periodically review their CPD/PD and to report significant changes in responsibilities and duties as listed therein to their first level supervisors. Upon receipt of such information, first level supervisors will initiate appropriate action, if warranted, to have the employee's CPD/PD and/or classification reviewed and/or updated.

SECTION 3: An employee who feels that the duties in his/her CPD/PD are inaccurate may meet and discuss this matter with his/her supervisor for clarification. The employee may elect to be accompanied by a Union representative during this discussion with his/her supervisor. When differences concerning the accuracy of the employee's CPD/PD cannot be resolved between the supervisor and the employee, the employee may file a grievance under the Negotiated Grievance Procedure.

SECTION 4: Filing a classification appeal does not deprive the employee of his/her right to appeal any related adverse action through the appropriate appeals procedures.

SECTION 5: Employees maintain the right to request and receive information concerning the classification of their positions. The Agency will protect the employee's rights to take any lawful action in regard to his/her CPD/PD and/or classification without fear of restraint, prejudice, or reprisal.

SECTION 6: The Union shall be notified when classification actions are to be taken which will have an adverse effect on the pay or status of employees in the bargaining unit.

SECTION 7: The Parties will encourage supervisors and employees to review the employees' CPDs/PDs on an annual basis to ensure that positions are current and properly classified.

SECTION 8: An employee who feels his/her CPD/PD is improperly classified may meet and discuss this matter with his/her supervisor. An appropriate representative of the Civilian Personnel Office may be invited to participate in such discussion(s). Should this meeting fail to answer the employee's question(s), the employee may file a position classification appeal in accordance with applicable government-wide rules, regulations, policies, and laws.

SECTION 9: The phrase "other duties as assigned" shall not be used as the basis for the assignment of duties unrelated to the principal duties of an employee's position, except on an infrequent basis, and only under circumstances in which such assignments can be justified as reasonable.

SECTION 10: All employees will be provided with a current copy of their CPD/PD. Supervisors will discuss all changes to an employee's CPD/PD with the employee and will furnish a copy of the new or revised CPD/PD to the employee.

ARTICLE 16

TRAINING AND CAREER DEVELOPMENT

SECTION 1: The Parties agree that the training and development of the workforce is essential to the accomplishment of the mission. In recognition of this, the Agency is responsible for providing training and career development opportunities for employees so they may develop their knowledge, skills, and abilities in relation to the needs of the Air Force.

SECTION 2: The Parties recognize that employees are responsible for applying effort, time, and initiative in increasing their potential value through self-development and training. Employees are encouraged to take advantage of training and educational opportunities that could enhance their efficiency on the job and provide the skills and qualifications needed for advancement. Employees may discuss training needs and educational resources with their supervisors and/or with the Civilian Personnel Office.

SECTION 3: The Parties recognize that new equipment and technological developments usually increase efficiency and productivity. In recognition of the possible impact of technological developments upon the workforce, the Agency agrees to notify the Union of the implementation of new equipment or technological developments that may impact bargaining unit employees. The Agency further agrees to make maximum efforts to minimize such impact by retraining adversely affected employees or by other means as appropriate.

SECTION 4: The Union may provide recommendations to the Agency on training or retraining programs desired which would mutually benefit both the Agency and employees of the unit.

SECTION 5: Training will be provided in accordance with applicable government-wide rules, regulations, policies, and laws, without regard to race, color, age, religion, sex, or national origin. When training is required for promotion, selection for training will be made competitively.

SECTION 6: Employees requesting and/or nominated for training will be notified of their selection or non-selection prior to the start of the course. When a decision to non-select an employee for training is made locally, the reasons for non-selection will be provided to the employee upon request.

SECTION 7: The Agency agrees that, to the extent possible, it will utilize the training and experience of qualified employees.

ARTICLE 17

DETAILS AND TEMPORARY PROMOTIONS

SECTION 1: A detail is a temporary assignment to a different position for a specified period when the employee is expected to return to his or her regular duties at the end of the assignment. Supervisors are encouraged to rotate minimally qualified employee volunteers on details to higher graded position or positions with known promotional potential. Details and temporary promotions will be processed in accordance with applicable government-wide rules, regulations, policies, and laws.

SECTION 2: Employees must occupy a position they've been detailed or temporarily promoted to for a minimum of ninety (90) calendar days before being rated on the assigned duties.

SECTION 3: Normally, a unit employee detailed to a unit position of a higher grade for more than thirty (30) calendar days should be given a temporary promotion effective the first pay period following the 31st day of the detail.

SECTION 4: The supervisor will record all time spent by an employee on details not recorded in the employee's Official Personnel Folder on the Supervisor's Employee Brief-971. This form will be shown to the employee upon request.

SECTION 5: The Agency will attempt to accommodate employees temporarily unable to perform the full duties of their regular position for periods of up to six (6) months when supported by a current medical certificate. Such documentation must include a diagnosis, prognosis (to include a projected return to work date), and all restrictions.

ARTICLE 18

FEDERAL WAGE SURVEYS

SECTION 1: If either Party becomes aware that a wage survey will be conducted affecting employees of the unit, they will notify the other Party. The Agency will provide the Union with the purpose of the survey, methods of operation, and starting date of the survey when such information is received by the host activity.

SECTION 2: The Union will be given the opportunity to participate in federal wage surveys affecting employees in the unit as authorized by the host activity designated by the DoD Wage Fixing Authority for the Dallas-Fort Worth wage area.

ARTICLE 19

AIR RESERVE TECHNICIANS

SECTION 1: An ART's civilian grade will be the only grade shown on civilian travel orders.

ARTICLE 20

OVERTIME

SECTION 1: The Agency has the exclusive right to determine when overtime will be required; what overtime work must be performed; what work methods and means will be used; what qualifications, skills, and abilities will be needed; and how many employees will be required. Overtime and compensatory time will be administered in accordance with applicable government-wide rules, regulations, policies, and laws.

SECTION 2: If an employee works a regular tour of duty or flexible work schedule, then overtime work is in excess of eight (8) hours in a day or forty (40) hours in an administrative workweek. If an employee works a compressed work schedule, then overtime work is in excess of the basic work requirement for the compressed work schedule. Employees who are non-exempt from the Fair Labor Standards Act (FLSA) can elect to receive overtime pay, compensatory time, or credit hours (if applicable) for overtime work. Fifteen (15) minutes is the minimum period of overtime that can be authorized.

SECTION 3: Supervisors will assign overtime equitably among employees who possess the qualifications and skills needed to perform the work. Overtime will not be assigned to employees as a reward or penalty. Any complaint or disagreement on the distribution of overtime shall be processed under the Negotiated Grievance Procedure.

SECTION 4: Overtime will be accomplished by volunteers whenever possible. When the Agency determines that there is an insufficient number of volunteers qualified and skilled to perform the work, overtime will be directed.

SECTION 5: In the assignment of overtime, the Agency agrees to provide the employee with at least 48-hour advance notice, except where conditions make the requirement unforeseen.

SECTION 6: Employees working away from their permanent section on a temporary basis shall be considered for overtime in their permanent section subject to the provisions of this Article.

SECTION 7: Employees called in to work outside of their tour of duty or basic workweek shall be paid a minimum of two (2) hours pay, regardless of whether they are required to work the entire two (2) hours. Employees will not be kept at work just to await the completion of the two (2) hour period.

SECTION 8: For further reference:

Pay Administration, 5 U.S.C. Chapter 55

Overtime, Compensatory Time, and Credit Hours, AFI 36-807, Chapter 5

Pay Administration, DoD 7000.14-R, Volume 8, Chapter 3

Pay Administration, 5 C.F.R. 550

Pay Administration under the FLSA, 5 C.F.R. 551

ARTICLE 21

EMPLOYEE PERSONNEL FILES

SECTION 1: The Agency is responsible for maintaining employees' personnel records in accordance with applicable government-wide rules, regulations, policies, and laws. Employees are responsible for submitting appropriate documents and information in order to keep their personnel records up to date.

SECTION 2: Derogatory material which might reflect unfavorably upon an employee's character or adversely affect one's government career will not be placed in his/her Supervisor's Employee Work Folder without the employee's knowledge. Any entry, except those for which a statutory appeals procedure is provided, is subject to the Negotiated Grievance Procedure if the employee feels it is unjustified.

SECTION 3: Employees and/or their designated representative are permitted to review the Supervisor's Employee Work Folder pertaining to the employee upon request.

SECTION 4: Employees may authorize the disclosure of information in their Supervisor's Employee Work Folder to their designated representative. Any other access to the Supervisor's Employee Work Folder is limited to supervisors/managers in the employee's chain of command and persons having an official need to know.

ARTICLE 22

HEALTH & SAFETY

SECTION 1: The Agency agrees to provide a safe and healthful work place for all employees and will comply with applicable government-wide rules, regulations, policies, and laws relating to the safety and health of its employees. All employees are responsible for prompt reporting of observed unsafe conditions.

SECTION 2: The Agency will ensure that the Environment, Safety, and Occupational Health (ESOH) Council is established in accordance with applicable government-wide rules, regulations, policies, and laws. A minimum of one (1) Union representative will be appointed to the ESOH Council.

SECTION 3: Personal Protective Equipment (PPE), when necessary and required by the Agency, shall be furnished by the Agency at no cost to the employee in accordance with applicable government-wide rules, regulations, policies, and laws. PPE will be replaced on a wear and tear basis. The Union agrees to assist the Agency in publicizing the benefits of the use of protective devices and equipment by employees, and their adhering to good safety practices, policies, and procedures.

SECTION 4: When an employee believes he/she is being required to work in unsafe or unhealthy conditions beyond those normally required by his/her job, he/she may file a grievance under the Negotiated Grievance Procedure.

SECTION 5: When an employee or group of employees is required to perform duties which involve real or potential hazards, the Agency will provide training in accordance with applicable government-wide rules, regulations, policies and laws. An employee should not be required to work on a task or with equipment which he/she is unfamiliar with until the Agency has provided training and instructions to safely perform the task. Examples of such training include procedures, proper work methods to be used, and proper use of PPE.

SECTION 6: The supervisor or his/her designee will perform periodic safety checks when an employee is working alone in an isolated area.

SECTION 7: The Agency agrees to supply and maintain an adequate number of fire extinguishers in all sections in accordance with applicable government-wide rules, regulations, policies, and laws.

SECTION 8: The Union may make recommendations to the 301 Fighter Wing Safety Office on matters affecting the safety and health of bargaining unit employees.

SECTION 9: All reportable mishaps shall be processed in accordance with applicable government-wide rules, regulations, policies, and laws.

SECTION 10: Employees, if physically able, must notify their supervisor as soon as possible following an on-duty injury or illness. It is the employee's responsibility to complete and file the appropriate forms under the Federal Employees' Compensation Act. Employees may contact the Civilian Personnel Office for information on filing a worker's compensation claim.

SECTION 11: Upon request and as permitted by safety regulations, the Union will be given access to the annual fiscal year inspection schedule.

SECTION 12: Upon request and subject to applicable safety regulations, the Union will be provided any pertinent documentation and findings collected following a mishap investigation involving bargaining unit employees.

SECTION 13: For further reference:

Occupational safety and health programs for Federal employees, Executive Order 12196

ARTICLE 23

DRESS AND GROOMING

SECTION 1: Employees' dress standards will be based on comfort, productivity, health, safety, and type of position occupied. Employees must maintain a neat and clean appearance that is appropriate for the workplace setting and for the work being performed. Attire that contributes to an unsafe, unhealthy, unproductive, or disruptive work environment is prohibited.

SECTION 2: Clothing (including head and footwear) with slogans, drawings, or language which could be construed as being lewd, obscene, profane, sexually suggestive, racist, or which advocates or glorifies the use of illegal drugs or other unlawful conduct will not be worn.

SECTION 3: Shorts are prohibited when the primary duties of the position deal directly with the public. Where shorts are worn, they will be evenly cut and hemmed. No spandex or other similar material may be worn. In the event of an inspection, tour, visit by a distinguished guest, etc., employees and the Union will be told at least one (1) day in advance that shorts are not authorized on that day.

SECTION 4: Employees are expected to practice proper grooming and hygiene.

ARTICLE 24

LEAVE

SECTION 1: Supervisors must establish appropriate administrative procedures for requesting and approving leave and ensure employees under their supervision are informed of such procedures. Employees must follow prescribed procedures in requesting and taking leave.

SECTION 2: The Agency and the Union agree to follow applicable leave regulations. The use of annual leave is a right of the employee in that the employee is either given an opportunity to use the annual leave, or to the extent permitted by law, is paid for it at the time of separation. The final determination on the scheduling and the amount of annual leave granted at any specific time is made by the supervisor authorized to approve leave. Supervisors will consider the needs of the Air Force as well as the needs and desires of the employees when granting leave.

SECTION 3: Annual leave schedules will be established in January of each year to ensure all employees are given an opportunity to schedule and use any leave available to them for the year. When conflicts in leave schedules occur and the conflict cannot be resolved by mutual agreement, the employee with the earliest service computation date will be entitled to the requested leave.

SECTION 4: All leave must be scheduled and approved in advance except in emergency situations. When an employee desires leave for circumstances of incapacity which are not known in advance, the employee must contact the appropriate supervisor authorized to approve leave as soon as possible (normally within the first two hours of the duty day) to request leave.

SECTION 5: If an employee is unavoidably absent or tardy for less than one (1) hour for a reason that is acceptable to the supervisor, the supervisor may excuse the employee without charge to leave. If the decision is made to charge the tardiness to leave and the actual period of absence is less than one (1) hour, the employee shall not be required to work the additional period covered by the leave charge.

SECTION 6: Leave without pay may be granted to officials of the Union to serve with AFGE. Employees on leave without pay under the provisions of this paragraph will be returned to duty status in the position they are entitled to in accordance with applicable regulations.

SECTION 7: When there is evidence that an employee is abusing the use of sick leave, the supervisor will discuss the problem with the employee. If the evidence of abuse continues, the supervisor will give the employee written notification requiring the employee to provide a medical certificate for all absences for which sick leave is requested. The requirement to provide a medical certificate, once imposed, will be reviewed at least every six (6) months to determine if it should be continued.

SECTION 8: Advanced sick leave and advanced annual leave may be granted in accordance with applicable government-wide rules, regulations, policies, and laws.

SECTION 9: The Agency shall not publicly display individual sick or annual leave records.

SECTION 10: For further reference:

Absence and Leave, AFI 36-815

ARTICLE 25

PERFORMANCE MANAGEMENT

SECTION 1: The performance management program will be administered in accordance with applicable government-wide rules, regulations, policies, and laws. The program will be managed without regard to politics, race, color, religion, age, sex, marital status, national origin, or handicapping condition.

SECTION 2: Performance plans will include the elements and standards of performance that are essential for satisfactory performance of the position. Performance elements should be related to specific duties the employee is expected to perform as described in the position description. Employees are able and encouraged to provide ideas, comments, or recommendations related to their performance plan.

SECTION 3: All supervisors are required to complete supervisory training within one (1) year of their first appointment to a supervisory position.

SECTION 4: Supervisors are responsible for rendering objective ratings based solely on the employees' job performance.

SECTION 5: Supervisors may counsel their employees on their performance at any time. Upon request, supervisors will advise employees of any weaknesses in their job performance and what they could do to improve their chances for promotion(s) to positions within the jurisdiction of that supervisor.

SECTION 6: Supervisors may discuss an employee's job performance with an appropriate steward in an effort to encourage the employee to improve his/her job performance. The steward must respect the confidentiality of any such discussion.

SECTION 7: Upon request, supervisors will allow their employees to review any supporting documentation used as the basis for their performance rating.

SECTION 8: Employees' ratings of record will be kept in accordance with applicable government-wide rules, regulations, policies, and laws.

SECTION 9: At the conclusion of the rating period, supervisors will assign each employee a performance rating and discuss his/her performance at the time it is rendered. The employee is encouraged to state his/her thoughts and raise any objections. The employee will sign and date the appraisal acknowledging that he/she is aware of the content; this signature is not a concurrence with the rating.

SECTION 10: At least once during the rating cycle, supervisors will provide feedback to their employees on their performance. This discussion will be documented in accordance with applicable government-wide rules, regulations, policies, and laws.

SECTION 11: Any employee dissatisfied with an action outlined in this Article such as his/her periodic performance review, annual rating, etc., may file a grievance under the provisions of Article 12 of this Agreement. If a decision is reached that modifies the employee's rating, the appraisal will be re-accomplished to reflect the changes and a copy of the new appraisal will be given to the employee in a timely manner.

SECTION 12: When an employee is officially assigned to a position with minimum qualifications the employee will be given a minimum of ninety (90) calendar days to learn and acquire the skills necessary to satisfactorily perform the duties of his/her position before they can be rated on those duties.

SECTION 13: The primary intent of performance awards is to recognize high levels of employee performance. Supervisors are encouraged to award their employees for superior accomplishments throughout the rating cycle.

SECTION 14: For further reference:

Incentive Awards, 5 U.S.C. Chapter 45

ARTICLE 26

FACILITIES AND PUBLICITY

SECTION 1: The Agency agrees to provide appropriate facilities for meetings of the Union during non-duty hours of the bargaining unit employees involved.

SECTION 2: The Agency agrees to provide space on appropriate bulletin boards for the Union to post notices for its members.

SECTION 3: Any literature posted or distributed within the installation must not violate any law, applicable provisions of this Agreement, the security of the installation, or regulations of higher authority, and must not contain libelous material. The Union is responsible for the content and distribution of their literature. Violation of standards concerning content and distribution of literature are grounds for revocation of this privilege.

SECTION 4: The Agency will provide sufficient office space, if available, to the Union for conducting official Union business and for use by the Agency for Union/Agency meetings initiated by the Agency. The Agency will provide a reserved parking space, if available, for the Union President within close proximity to his/her designated work area.

SECTION 5: Subject to space availability and applicable government-wide rules, regulations, policies, and laws, the Union may use the media of the 301st Fighter Wing to provide information to employees of the unit.

SECTION 6: The Agency will inform all new employees that the American Federation of Government Employees (AFGE) is the exclusive representative of the unit. The Agency will provide electronic access to a current list of Local 1364 stewards and this Agreement. Additional documents may also be provided upon request by the Union. Upon request, a Union representative will be granted a maximum of fifteen (15) minutes to greet the new employee.

ARTICLE 27

EMPLOYEE ASSISTANCE PROGRAM (EAP)

SECTION 1: The Employee Assistance Program (EAP) and the Civilian Drug Demand Reduction Program will be carried out in accordance with applicable government-wide rules, regulations, policies, and laws.

SECTION 2: The Parties agree and recognize that some employees may experience situations in their personal lives such as divorce, death, or financial problems which impact their ability to perform their duties in an acceptable manner. The Parties further recognize that some employees may suffer from treatable illnesses and disorders that occur as a result of alcohol, drug, and substance abuse. Therefore, it is the intent of the Parties to work together to encourage troubled employees whose performance and conduct are adversely affected to seek counseling assistance or medical treatment.

SECTION 3: Contingent upon funding, the Agency agrees to maintain an EAP and make this service available to all employees at no cost. The EAP will be staffed with professional counselors who will assist employees in addressing problems that have had an adverse effect on their job performance, reliability, and health. If funds for the EAP become unavailable, the Agency will refer employees to other providers or organizations who offer comparable services.

SECTION 4: When a supervisor becomes aware that an employee is experiencing a personal situation that is adversely affecting their performance or conduct, the supervisor should discuss the situation with the employee and remind him/her of the availability of the EAP.

SECTION 5: The Agency will publicize and post information regarding the EAP in areas frequented by employees such as break and lunch rooms, bulletin boards, Sharepoint, etc.

SECTION 6: Employees are encouraged to take advantage of the services of the EAP on their own initiative.

SECTION 7: Prior to leaving the work place to meet with an EAP counselor, the employee must inform his/her supervisor and make appropriate arrangements for the absence. Employees who do not want their supervisors to know of their attendance must make arrangements for EAP appointments outside of duty hours.

SECTION 8: For further reference, please see the following:

Drug-free Federal workplace, Executive Order 12564
Drug and Alcohol Abuse by DoD Personnel, DODD 1010.4
DoD Civilian Employee Drug Abuse Testing Program, DODD 1010.9
Air Force Civilian Drug Demand Reduction Program, AFI 90-508

ARTICLE 28

OFFICIAL TRAVEL

SECTION 1: To the maximum extent possible, travel for temporary duty will be scheduled during the regularly scheduled workweek of the employee. When travel outside the regularly scheduled workweek is necessary, employees may be compensated in accordance with applicable government-wide rules, regulations, policies, and laws.

SECTION 2: To the maximum extent possible, travel orders will be issued before the performance of travel.

ARTICLE 29

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1: The Parties agree to cooperate in providing equal opportunity for all employees in the unit; to prohibit discrimination because of age, sex, race, religion, color, or national origin; and to promote the full realization of equal employment opportunity through a positive and continuing effort.

SECTION 2: The Parties agree to conduct a continuing campaign to eradicate every form of unlawful discrimination or harassment from the workplace.

SECTION 3: All Equal Employment Opportunity (EEO) complaints will be processed as expeditiously as possible and in accordance with applicable government-wide rules, regulations, policies, and laws.

SECTION 4: The Agency will publicize the names and contact information of all EEO counselors.

SECTION 5: Upon request, the Agency will provide the Union with EEO reports which are disclosable as provided by applicable government-wide rules, regulations, policies, and laws.

SECTION 6: A complainant covered by this Agreement has the right to be accompanied, represented, and advised by a representative of his/her choice during pre-complaint counseling and at each step of the complaint proceedings.

SECTION 7: The Union shall have the right to attend discrimination complaint hearings unless disapproved by the hearing officer. If the employee who requested the hearing objects to the attendance of a Union observer, the hearing officer will determine the validity of the objection and make the decision on the question of attendance.

ARTICLE 30

HOURS OF WORK

SECTION 1: All changes to established shifts, work schedules, and tours of duty of bargaining unit employees will be made in accordance with applicable government-wide rules, regulations, policies, and laws.

SECTION 2: The Agency agrees to notify the Union prior to making changes to established shifts, work schedules, and tours of duty of bargaining unit employees for more than twelve (12) calendar days, unless otherwise covered by this Agreement.

SECTION 3: Except when the Agency determines that it would be seriously handicapped in carrying out its functions, the Agency will provide a minimum of seven (7) calendar days notice before making changes to established shifts, work schedules, and tours of duty of bargaining unit employees. Such notice will include:

- (1) New hours of the tour
- (2) Reason for the change
- (3) Signature of the authorizing official

SECTION 4: The regular basic workweek for employees not on an alternate work schedule is forty (40) hours and will normally consist of five (5) consecutive days except when mission requirements dictate otherwise.

SECTION 5: Subject to supervisory approval, employees may be afforded the opportunity to work an alternate work schedule (AWS). Core hours, if applicable, will be determined by the supervisor and communicated to the employee. AWSs will be administered in accordance with applicable government-wide rules, regulations, policies, and laws. Supervisors may discontinue an employee's participation in an AWS and return him/her to his/her previous work schedule at any time if there are any concerns regarding performance, misconduct, or in response to changing work conditions.

SECTION 6: Management may adjust an employee's shift or tour of duty while he/she is on a performance improvement plan, temporary medical accommodation, in training, or to accommodate an employee's temporary inability to perform the full duties of his/her position on his/her current shift or tour of duty.

SECTION 7: Consistent with the nature of the work performed, the Agency will allow time for employees to clean up prior to lunch and at the end of the work day. In the same manner, a reasonable amount of time will be allowed to properly store, clean, and protect government property, equipment, and tools prior to the end of the work day. Employees will be provided a safe and clean area to take their designated rest and/or lunch period.

SECTION 8: Consistent with the nature of the work performed, employees will be allowed two (2) paid rest periods not to exceed fifteen (15) minutes during each four (4) consecutive hours of work. The exact timing of the rest periods will be designated by the supervisor.

SECTION 9: The Union President or Vice President and Chief Steward will be assigned to day shift so they may adequately represent employees in the unit.

SECTION 10: When shift work is established, employees will select shifts on the basis of seniority (SCD-Leave), most senior employee selecting first, and least senior selecting last. If there are not enough qualified volunteers for a shift, reverse seniority will be used to fill the openings.

SECTION 11: Subject to mission requirements, the Agency agrees not to transfer Union stewards to a different shift during their terms of office unless requested by the employee, except as provided in Section 9 of this Article.

SECTION 12: For further reference, please see the following:

Hours of Work, 5 U.S.C. 61

Hours of Duty, 5 C.F.R. 610

Scheduling of Work, Holiday Observances, and Overtime, AFI36-807_AFGM2017-01

ARTICLE 31

GROUND RULES FOR ANNIVERSARY AND TERM NEGOTIATIONS

SECTION 1: These ground rules establish procedures for conducting anniversary and term negotiations of this Agreement. The Parties agree to make good faith efforts to resolve any differences prior to taking formal resolution action and to conclude negotiations as expeditiously as possible.

SECTION 2: The Parties will determine the size of their respective bargaining teams. The Agency will approve official time for not more than five (5) bargaining unit employees and three (3) alternates. Members of the Parties' negotiation teams will be in good standing.

SECTION 3: The Parties will exchange a list of the full names and titles of their negotiating team and alternates prior to the start of the initial negotiation session. The Parties will also identify a point-of-contact (POC) to answer questions and address administrative or logistical matters.

SECTION 4: In order to mitigate and expedite time spent in bargaining sessions, it will be standard operating procedure that each Party's designated POC be in receipt of applicable proposals and/or counter-proposals in Microsoft Word via e-mail no less than three (3) calendar days prior to each negotiation session.

SECTION 5: The Agency will secure a location for negotiations.

SECTION 6: The Agency will provide a projector in the negotiations conference room so the Parties can review proposals.

SECTION 7: Either Party may call a caucus at any time without the consent of the other Party. Caucus sessions will hold no time limits; however, the caucusing Party shall make every effort to avoid unnecessary delays during negotiations. The Party requiring a caucus will attempt to identify the amount of time needed, and will notify the other Party should additional time be needed.

SECTION 8: If a subject matter expert (SME) is desired, both Parties will agree before bringing in the SME. SMEs will be utilized as a neutral party providing facts and subject matter clarity to assist both Parties with negotiating issues. No witnesses will be allowed to participate in or provide any testimony to any section or article being negotiated.

SECTION 9: Observers will not be allowed to participate or provide input to negotiation sessions or caucuses.

SECTION 10: All electronic devices will be placed on silence or vibrate. Team members may not record negotiations by any means other than individual hand-written notes.

SECTION 11: The Parties agree to a mutual recorder who will document agreements made by the Parties during negotiations. The recorder will prepare copies of any agreements made at the end of each negotiation session for signature by the Parties. The recorder will not attend or remain in either Party's caucuses.

SECTION 12: Team members, observers, SMEs, and the recorder will not communicate with any party or outside entity about negotiation discussions, personal opinions, or positions of either Party.

SECTION 13: When agreement is reached on an article, the agreed upon contract clauses/articles will be dated and signed by two representatives from each Party. By mutual agreement of both Parties, previously agreed upon articles may be revisited.

SECTION 14: Any and all travel or related expenses for the Union's negotiation team members will be borne by the Union. Any and all travel or related expenses for the Agency's negotiation team members and all Air Force employed SMEs will be borne by the Agency. Any and all travel or related expenses for SMEs not employed by the Air Force will be shared equally between the Agency and the Union. The Union will be billed for any travel expenses they are responsible for and agrees to pay within six (6) months of being billed.

SECTION 15: By mutual agreement, the Parties may table an article until a later scheduled session.

SECTION 16: Nothing precludes either Party from discussing issues with the other prior to each negotiation session in order to bring compromise and conclusion to any portion of any article.

SECTION 17: The dates and times of each negotiation session will be mutually agreed upon by the Parties. Employees participating in negotiation sessions will adjust their work schedule to be present for scheduled negotiation sessions during their duty day. No overtime or compensatory time will be given for attending negotiation sessions outside an employee's tour of duty.

SECTION 18: Each of the Union's bargaining team members will be authorized official time for preparation of proposals and/or counter-proposals and for participation in negotiation sessions including participation in Federal Mediation and Conciliation Service (FMCS), Federal Labor Relations Authority (FLRA), and Federal Service Impasses Panel (FSIP) proceedings. If team members would like to take leave during hours for which official time was previously approved, such leave must be coordinated through the employee's supervisor and the Union President or his/her designee.

SECTION 19: Bargaining unit employees who participate as SMEs will be authorized official time for time spent in negotiation sessions. Bargaining unit employees who participate as observers will be on their own time (leave) during all negotiation sessions.

SECTION 20: If the Parties are unable to reach agreement on any article or any section within an article, that article or section will be tabled and readdressed after all other articles have been negotiated. After the Parties' final attempt to reach agreement on tabled matters, the Parties will

be at impasse on all items not agreed upon. Any number of proposals may be exchanged by the Parties in an attempt to reach agreement.

SECTION 21: In the event of impasse, either Party may request assistance from the FMCS. The Parties agree to cooperate with the mediator in establishing a schedule for mediation. If the Parties are still at impasse after mediation with FMCS, either Party may request, in writing, the assistance of the FSIP. No articles will be implemented until all FMCS and/or FSIP proceedings are complete.

SECTION 22: The Union may file a negotiability appeal with the FLRA on any items declared nonnegotiable by the Agency. If the FLRA rules an item declared nonnegotiable by the Agency to be negotiable, or if the Agency withdraws its allegation of nonnegotiability, the Parties will return to the bargaining table to negotiate only that specific item. If the Agency's declaration of nonnegotiability is upheld by FLRA, there shall be no further negotiation on that specific item.

SECTION 23: The Agency agrees to allow the Union two (2) hours to meet with the Union membership prior to the start of negotiations to inform the workforce of impending negotiations and receive any feedback from the workforce. This meeting must occur within fourteen (14) calendar days from the date either Party provides notice of its intent to negotiate. The Agency will allow the Union an additional two (2) hours to meet with Union membership after the effective date of the Agreement. The purpose of this meeting will be to inform membership that negotiations have concluded, provide lessons learned, and advise the workforce of changes. The Union will facilitate a sign-in sheet for each of these meetings to ensure accountability and will provide the sign-in sheet to the Agency by close of business the day of the meetings.

SECTION 24: After the execution of the Agreement, the Agency will submit for Agency Head review. Once the Agreement has been approved by the Agency Head, or absent disapproval by the Agency Head within thirty (30) calendar days of execution, the Agreement will become effective pursuant to 5 U.S.C. Section 7114(c). The effective date will be identified in the Agreement.

ARTICLE 32

DURATION OF THE AGREEMENT

SECTION 1: This Agreement will become effective upon Agency head approval and will remain in effect for three (3) years from the date of approval. If the Agreement is neither approved nor disapproved within thirty (30) calendar days from its execution, the Agreement will take effect and be binding subject to the provisions of applicable government-wide rules, regulations, policies, and laws.

SECTION 2: Either Party may give written notice to the other of its intent to renegotiate a maximum of ten (10) articles not more than ninety (90), nor less than sixty (60), calendar days prior to each annual anniversary date of the Agreement. Such notification will be accompanied by proposals for all articles the requesting Party intends to renegotiate. The Parties will begin negotiations not later than thirty (30) calendar days after such notice is given.

SECTION 3: This Agreement will be automatically renewed for an additional three (3) years upon Agency head approval unless either Party provides written notification to the other of its intent to renegotiate not more than ninety (90), nor less than sixty (60), calendar days prior to expiration. In the event such notice is given, the Parties will begin negotiations not later than thirty (30) calendar days prior to the expiration date. If the negotiation of a new Agreement has not been concluded by the expiration date of this Agreement, the provisions of this Agreement will be honored to the extent required by law.

SECTION 4: During the duration of this Agreement, either Party may notify the other in writing of its desire to negotiate supplemental agreements. Supplements will be limited to changes in applicable laws and regulations from higher authority which could affect bargaining unit employees, including court decisions and decisions of the FLRA, the FSIP, and the Assistant Secretary of Labor for Labor-Management Relations when such changes are within the discretion of the Agency. Any supplements will remain in effect in accordance with the provisions of this Article.

SECTION 5: The provisions of this Agreement prevail. All past practices or unauthorized agreements that are in conflict with this Agreement are terminated.

Signed this 28th day of January 2019 at NAS Fort Worth JRB, Texas.
This Agreement becomes effective on 1 February 2019.

For the 301st Fighter Wing:

Stephen L. Seaman, Colonel, USAF
Director of Operations, 301st Fighter Wing

Jeffery S. Barnett, Colonel, USAF
Chief Negotiator, 301st Fighter Wing

Bailey N. Parker, USAF
Labor Relations Officer, 301st Fighter Wing

For American Federal of Government Employees, Local 1364:

Rodney J. Pollard
President, AFGE Local 1364

Tony J. Bradley
Vice President, AFGE Local 1364

Request for Official Time

This document is to be used to request official time in accordance with the Collective Bargaining Agreement between the 301st Fighter Wing and AFGE Local 1364. Training requests must be accompanied by an agenda.

Part A: To be completed by the requesting employee/union representative

Name:	Regular duty hours:
Date(s) requested:	Hours requested:
Time and attendance code:	
Justification:	
Requesting employee/union representative	Date

Part B: To be completed by the supervisor

Approved	Partially Approved	Denied
If partially approved:		
Date(s) approved:	Hours approved:	
Reason for partial approval or denial:		
Justification for partial approval or denial:		

Part C: Coordination

Civilian Personnel	Coord	Date
Supervisor	Coord	Date