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**APPROPRIATED ARTICLES**

**ARTICLE 1**

**RECOGNITION AND UNIT COVERAGE**

**SECTION 1. RECOGNITION**

1.1. The Employer recognizes the Union is the exclusive representative of the Employees in the Unit described in Section 2 below.

1.2. The Union recognizes it represents the interests of all bargaining unit employees without discrimination and without regard to Union membership with respect to personnel policies and conditions of employment subject to the express limitations set forth elsewhere in this Agreement.

## **ARTICLE 2**

### **DEFINITIONS**

#### **SECTION 1. DEFINITIONS:**

**1.1.** The definitions of terms used in this Agreement will be those in common usage in federal human resource management and labor relations unless otherwise defined in the pertinent provision of this agreement or consistent with Federal Service Labor Management Relations Statute, 5 USC 71.

## **ARTICLE 3**

### **LABOR CONTRACT AUTHORITY**

#### **SECTION 1. LAWS AND REGULATIONS**

1.1. The administration of all matters covered by this Agreement, are governed by:

1.1.1. Existing or future federal laws, executive orders, statutes, government-wide regulations and agency rules, regulations, and instructions subject to a compelling need determination.

#### **SECTION 2. CONTRACTUAL OBLIGATION**

2.1. Where changes in federal laws and regulations conflict with the terms of this Agreement the parties will renegotiate those provisions of the Agreement affected by the changes under the procedures specified in the applicable provisions of this Agreement.

#### **SECTION 3. IMPASSE**

3.1. In the event the parties cannot reach agreement regarding the proposed contract modifications implementing changes to law or regulation and either party declares an impasse, the parties will resolve the impasse utilizing the procedures outlined in 5 USC Section 7119 of the FSLMRS.

#### **SECTION 4. CONFLICTS WITH AGREEMENT**

4.1. Where Department of Defense (DoD) and US Air Force policies, regulations, and instructions conflict with this Agreement, the current terms of the Agreement will govern unless the parties renegotiate changes to the Agreement.

**ARTICLE 4**  
**PARTIES RIGHTS**

**SECTION 1. RIGHTS RETAINED**

1.1. The Employer retains the right and authority:

1.1.1. To determine the mission, budget, organization, number of Employees and internal security practices of the Agency.

1.1.2. In accordance with applicable laws and subject to 7106(B) of FSLMRS:

1.1.2.1. To hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce in grade or pay or take other disciplinary action against employees;

1.1.2.2. To assign work, to make determinations with respect to contracting out, and to detuning the personnel by which the employer's operations shall be conducted;

1.1.2.3. With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source

1.2. To take whatever actions may be necessary to carry out the agency mission during emergencies.

1.3. Nothing in this section shall preclude the Agency and the Union from negotiating:

1.3.1. At the election of the Agency, on the numbers, types and grades of Employees or positions assigned to any organizational subdivision, work project or tour of duty, or on technology, methods and means of performing work;

1.3.2. Procedures, which management officials of the Agency will observe in exercising any authority under this section.

1.3.3. Appropriate arrangements for Employees adversely affected by the exercise of any authority under this section by such management officials.

**SECTION 2. FUTURE AGREEMENTS**

**2.1.** The requirements of this article will apply to all supplemental, implementing, subsidiary or agreements between the Employer and the Union.

**ARTICLE 5**  
**EMPLOYEE RIGHTS**

**SECTION 1. UNION MEMBERSHIP**

1.1. Employees in the unit have the right to form, join and assist an employee organization, freely without fear of penalty or reprisal or to refrain from such activity.

1.2. This Agreement permits any employee, regardless bargaining unit 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 his or her own representative in a statutory appeal action.

1.3 The employer will not discipline or otherwise discriminate against any employee for filing a complaint or giving testimony under the Federal Service Labor Management Relations Statute, (FSLMRS), (5 USC, Chapter 7116) this Agreement's grievance procedure or other available redress procedures

**SECTION 2. INFORMING EMPLOYEES**

2.1. The employer will provide upon appropriate request pertinent information in accordance with the applicable provisions of the applicable statutory provisions of the FSLMRS.

2.2. The employer will consistent with law and regulation inform employees of their rights and obligations, as prescribed in the FSLMRS.

**SECTION 3. ACCOUNTABILITY**

3.1. Employees are accountable for compliance with the standards of conduct for federal employees. Within this context, the employer affirms the right of an employee to conduct his or her private life as he or she deems fit, unless the employees activities interferes or conflicts with the performance of their official duties, federal law, rule or regulation.

3.2. Employees have the right to engage in outside activities of their own choosing without reporting such activities to their employer, except as required by law rule or applicable regulation.

3.3. The Employer will not in any manner require employees to invest their money nor donate to charity.

3.4. The employer will not require employees to participate in any activity not related to the official function of the Agency.

3.5. Employees will promptly pay all just financial obligations. A just obligation is one where the employee acknowledges the obligation or one for which a court of competent jurisdiction has issued a judgment against the employee.

**SECTION 4. NONDISCRIMINATION**

4.1. The employer or the union will not discriminate against an employee on the basis of their race, color, creed, religion, sex, national origin, age, marital status, physical handicap, sexual identify, genetic information or lawful political affiliation.

**SECTION 5. RIGHT TO REPRESENTATION**

5.1 Employees have a right to representation and assistance of the union in accordance with applicable provisions of this Agreement.

5.2. Employees may contact and meet privately with a union representative during duty hours for representational matters after obtaining supervisory approval for their absence from their duty site.



5.3. Employees may be released from duties to meet with a union representative subject to mission requirements. Should management not be able to release the employee at the requested time the supervisor will give the employee notice within 24 hours when they may be released.

5.4. If a bargaining unit member requests union representation the bargaining unit member will be provided a reasonable amount of time to obtain a representative before proceeding with the interview. The union will promptly designate its representative and make a reasonable effort to avoid delay. Once a bargaining unit member has requested union representation the employer will not question the bargaining unit member regarding the matter absent the presence of a union representative unless the bargaining unit member affirmatively waives his right to union representation.

5.5. The employer will notify the union of any disciplinary or adverse actions against bargaining unit members to include the charges and penalty consistent with the terms and conditions of the Privacy Act, 5 USC 552a.

## SECTION 6. SEARCH OF PERSONAL STORAGE AREAS

6.1. Management inspections and searches of personal storage areas will normally be conducted in the presence of the employee who is utilizing the personal storage area. The Employee may also request a union representative be present during the inspection. Exceptions include the absence of the employee or investigations conducted by AFOSI or other non- agency law enforcement agencies.

6.2. When circumstances prevent the employer from notifying the employee in advance, the employer will provide the employee and their union representative if one is requested general information regarding the circumstances of inspection or search when the information is available for release by the appropriate authorities, if the information is permitted for release by law.

## SECTION 7. NON-WORK SPACE

7.1. The employer will provide employee facilities or space for use as meal and break areas within reasonable distance to the work area. Where possible break areas will be located away from customers, clients, and other non-employees. In rare cases in which it is not feasible to provide onsite space for meals or break periods, the Employer will work with the Union to identify locations where employees can spend these non-work periods. Employees using break areas will be mutually responsible for keeping break areas clean.

7.2. Management will designate central break areas in bargaining unit occupied facilities. The Employer will provide replacement refrigerators, microwaves and commercial coffee makers for central break areas consistent with federal regulation and law. Management will only replace unserviceable refrigerators, microwaves and commercial coffee makers for central break. Management's replacement obligation will not exceed two refrigerators, two microwaves and two commercial coffee makers per year. However, Management based on funding availability may replace or repair existing equipment.

## SECTION 8. OFFICIAL RECORDS AND FILES

8.1. No personnel record may be collected, maintained or retained except in accordance with federal law and government-wide regulation.

8.2 Appropriated fund (APF) official personnel records (OPF) are maintained by the Office of Personnel Management (OPM) in electronic form in EOPF. Non-appropriated fund (NAF) OPFs are maintained in paper form in the NAF Human Resources Office. Management access to an employee's OPF is under the routine business use exception to the FOIA/Privacy Act. Supervisors maintain a local employee record, Supervisor Employee Work Folder (SEWF) AF Form 971 at their duty location.

8.3. Employees may spend a reasonable amount of on-duty time to review their personnel records. APF employees may access their Official Personnel Folder (EOPF) online. NAF employees may contact the NAF Human Resources Office to review their OPF.

8.4. Personnel records will be made available to the employee upon request, or to the employee's representative if authorized by the employee in writing, except for those matters prohibited by applicable law and regulation. The Official Personnel File where maintained by the resources office cannot be removed from the human resources system by the employee or the employee's representative and must be reviewed in the presence of a member of the human resources office.

8.5. Employees may request to review their Supervisor Employee Work Folder (SEWF) AF Form 971 through their supervisor. When an employee wishes to review his/her SEWF or make a copy of anything contained therein, they will do so in the presence of their supervisor. Employees' Union representatives may not view or obtain copies of an employee's SEWF without providing the employee's supervisor with the written permission of the employee.

8.6. Employees and their authorized representatives have the right, on duty time, to prepare and submit any response or statements they wish to make regarding the contents of their OPF or SEWF or to add additional appropriate information or documents that are relevant, work related and do not violate law or government-wide rule or regulation.

8.7. No derogatory material of any nature, which might reflect adversely upon the employee's character or career, will be placed in any official personnel file, written or electronically maintained without the employee's knowledge.

8.8. The employer agrees to prevent unauthorized access of employees' records. Protecting the privacy of employees will be first and foremost. Any unauthorized access will be immediately reported to the employee.

## ARTICLE 6

### FIRE AND EMERGENCY SERVICES

#### SECTION 1. COMPLIANCE

1.1. All provisions and Articles in this Agreement apply to Fire Service employees unless inconsistent with this Article.

#### SECTION 2. SCHEDULE

2.1. Firefighters in the GS-0081 series work either a 60-hour week/120 pay period or a 72-hour week/144 hour pay period. The Station 1 firefighters work rotating shifts encompassing all days of the week (Sunday-Saturday) while Station 2 firefighters work rotating shifts work Monday- Friday. The Training and Fire Prevention firefighters work Monday-Friday.

2.2. Operations firefighters work schedules are administered consistent with 5 CFR 551.431 and 5 CFR 551.432(f). The Employer where practical will notify firefighters regarding permanent changes to shift/schedules at least two (2) weeks in advance of the change. The Employer retains the right to make shift/schedules changes consistent with 5 CFR 610.121

2.2.1. Scheduled firefighter participation in the mandated National Fire Protection Association Standard (NFPA) 1583, Health-Related Fitness Programs for Fire Department personnel will be considered work.

2.2.2. The scheduling of duties including training will be consistent with mission needs. Firefighters' work schedules will normally consist of 8 hours of work including training and routine duties during a 24-hour period. The Employer may extend the duty period beyond 8 hours to ensure mission accomplishment.

2.2.3. While in standby status, firefighters may ordinarily be permitted to devote their time to individual activities, e.g., eating, sleeping, reading, using electronic devices or engaging in similar pursuits within the confines of the duty location ensuring they remain prepared to respond to emergency situations. Firefighters engaged in individual activities will wear their uniforms in accordance with prescribed guidelines and conduct themselves consistent with the employer's policies and standards of behavior.

#### SECTION 3. TRAINING

3.1. When outside training is scheduled and inclement weather conditions exist, AETC 48-101 will be adhered to and consideration will be given to rescheduling the training, if possible.

3.2. When routine training is required, and the ambient outside temperature may cause hazardous conditions (such as heat fatigue, heat exhaustion), management will consider conducting the training absent all or some of the full protection gear.

#### SECTION 4. DEPARTMENT OF DEFENSE CERTIFICATION PROGRAM

4.1. Firefighters employed by CAFB are certified under the DOD Fire and Emergency Services Certification Program for their current positions when employed. The Parties encourage all Fire Emergency Services Flight personnel to support and participate in the program.

4.2. The Employer will provide the requisite funds, time, training materials, equipment, computer access, IFSTA Manuals and seek available Program training opportunities to enable Fire Emergency Services Flight personnel obtain DoD certifications for positions at the next highest level position in their career field line of progression.

#### SECTION 5. POLICIES

5.1. The Employer will post a Fire Service organizational chart, policies and Standard Operating Guides

(SOG) on the Fire Department SharePoint drive where they will be available for review by employees.  
SECTION 6. UNIFORM CLOTHING ALLOWANCE

6.1. Firefighters will wear uniforms as prescribed by the AF. A clothing allowance is provided in accordance with current DoDI 1400.2 AND AFI 32-2006.

#### SECTION 7. TRANSFER REQUESTS

7.1. An Employee desiring a reassignment to another position with the same grade and qualifications may submit a request addressed to the Fire Chief via the appropriate chain of command.

7.2. Two Employees of equal grade and qualifications serving in the same position description may submit a request to change shifts to the Fire Chief via the appropriate chain of command.

## **ARTICLE 7**

### **UNION RIGHTS AND REPRESENTATION**

#### **SECTION 1. RECOGNITION**

1.1 The employer recognizes the union as the exclusive representative of the bargaining unit employees and has the right to represent these employees in the unit during negotiations and joint meetings with the employer regarding matters affecting bargaining unit employees' conditions of employment.

1.2. The employer recognizes the elected local officers, officials and representatives designated by the union. The union will provide employer with a current written list of union officers and representatives. The union may post the list of local officers and stewards on official bulletin boards.

1.3. The employer recognizes representatives of the AFGE National Office may represent the bargaining unit and will visit the Base from time to time. The union will provide notice to the employer of visits to the Base of AFGE National Office representatives consistent with current DOD and AF security requirements.

#### **SECTION 2. REPRESENTATION AT MANAGEMENT MEETINGS**

2.1. The employer agrees to negotiate with the union regarding implementation of any new policy or change in policy affecting the bargaining unit members' conditions of employment promulgated by the employer.

2.2. The union has a right to present its views on new policy, changes in existing policy and to be present at management initiated discussions or meetings pertaining to policy changes or any other matters affecting the working conditions of the bargaining unit.

2.2.1. Once the union has presented its views to management, the parties should meet to discuss the union's expressed views and proposals.

2.2.2. Management has the right to accept or reject the union's views and proposals. Management will meet with the union regarding the implementation of any proposals advanced by the union which management has agreed. Where management rejects union proposals management will provide the union its reasons for rejection.

2.2.3. The union has twenty (20) calendar days to seek reconsideration of its views and proposals or to seek redress through the appropriate forum.

2.2.4. Representation will initially occur at the lowest level management official and union official having responsibility and authority to act. If either party at the initial contact determines resolution is outside its jurisdiction or authority, they will refer the matter to the next higher level or the appropriate authority.

#### **SECTION 3. REPRESENTATION AT DISCUSSIONS WITH CIVILIAN PERSONNEL**

3.1. The following procedures will apply to meetings with the Civilian Personnel Section and Labor Relations Officer:

3.1.1. The meetings may occur on an ad hoc basis at a mutually agreed time and before implementation of any policy or act affecting the bargaining unit employees' conditions of employment.

3.1.2.

3.1.3. The meetings are an integral step in resolving matters concerning bargaining unit members' working conditions, including grievances, appeals and Unfair Labor Practices, administration of the Agreement or the implementation of a change in policy.

3.2.3. The employer and the union will each designate representatives who will participate in these joint meetings.

3.2.4. Either party will normally provide specific item(s) for discussion in advance of the meeting, although items not submitted may be discussed.

3.2.5. The parties will document by memorandum or e-mail a summary of discussions and resolutions/actions agreed.

3.2.6. Meetings will be conducted during regular duty hours. Union officials will be authorized official time and the meeting times will not result in overtime or changes of tours of duty.

3.2.7. Emergency meetings will be arranged at the convenience of both parties as soon as practical after a request by either party. The requests will provide the subject matter for discussion.

3.3. Nothing in this article is intended to conflict with the negotiated grievance procedure. Union-management meetings will not nullify or abrogate union's right to negotiate implementation of new or changes to agency policy.

3.4. Implementation of new or challenged policy that cannot be readily agreed to may be submitted for negotiation in accordance with negotiation procedures established in this Agreement.

#### SECTION 4. REPRESENTATION AT FORMAL DISCUSSIONS

4.1. The union as the exclusive representative of the bargaining unit members have the representational rights regarding formal discussion and grievance described in the FSLMRS, Sections 7114.

4.2 Management will notify the union before formal discussions are held. The union will be provided a reasonable amount of time to provide a representative to be present at formal discussions. Representatives will be permitted to present the views of the union during the discussions.

4.3. Either party may request to discuss informally, concerns in the application of this Agreement to avoid misunderstandings and to deter complaints.

#### SECTION 5. STEWARDSHIP

5.1. Union representatives may receive, investigate, prepare and represent employee complaints, grievances or appeals concerning bargaining unit members' conditions of employment during duty hours. The parties will discuss informally, items of concern in the application of this Agreement to avoid misunderstandings and to deter complaints from either party.

#### SECTION 6. AUTHORIZED OFFICIAL TIME

6.1 Union representatives will use official time judiciously and for representational duties in accordance this article and 5 USC Section 7131, unless otherwise agreed to by the parties.

6.2 The local union president may use sixty percent (60%) of their pay period work hours to perform representational duties. Should the union president require additional official time for a specific activity a request may be made to the employer. A block of 5500 hours of official time will be distributed at the discretion of the union amongst the total of ten (10) agreed to union representatives. Additionally, the union treasurer will be permitted to use an additional four (4) hours per pay period of official to prepare Department of Labor and IRS required documents and reports.

6.3. Official time will be granted for activities permitted by law and identified in this agreement. Examples of official time are negotiations over conditions of employment, handling bargaining unit member grievances and complaints, FLRA and third party hearings, observing grievances and appeal proceedings of bargaining unit members where the union is not the designated representative and participating when invited to management meetings and forums.

6.4. Union representatives will coordinate requests for official time to perform representational duties with management in advance. Whenever mission requirements preclude union representatives from release to perform representational duties, management will provide the representative in writing the reason for the delay and rescheduling of the official time. If postponement results in the delayed processing of a grievance or similar representational responsibilities, the time period to process the grievance will be extended.

6.5. All official time utilized will be timely annotated by union representatives biweekly in the ATAAPS.

## SECTION 7. INTERNAL UNION BUSINESS

7.1. Internal union business, such as attending the monthly union meetings, posting or distributing union literature, soliciting membership, collecting dues and electing officers will be conducted during the non-duty hours of the employees involved. Upon request, the employer will provide the union with tables, bulletin boards and easels, if available, for use.

## SECTION 8. RESTRAINT

There will be no restraint, coercion or discrimination against any union official because of the performance of duties in consonance with this Agreement or against any employee for filing a complaint or acting as a witness consistent with 5 USC Chapter 71, this agreement, or applicable regulations and instructions.

## **ARTICLE 8**

### **CONSULTATION AND NEGOTIATION**

#### **SECTION 1. CONSULTATION**

1.1. Consultation is any dialogue, either oral or written, between the parties on a specific issue(s). Consultation provides the union an opportunity to express its views and provide comments regarding the proposed implementation of changes to personnel policies, practices and matters affecting working conditions of bargaining unit members' conditions of employment and to permit the employer to consider such views and comments prior to implementing those changes.

1.2. Negotiations is any meeting between the parties with the intent of developing a mutually acceptable compromise on personnel policies and procedures relating to the working conditions of bargaining unit members. The parties will conduct negotiations and other dealings with professionalism, in good faith, that further the public interest.

1.3. The employer will, before implementation, provide the union in writing with new or changes to existing personnel policy, practices, or matters affecting the conditions of employment of bargaining unit members. Within ten (10) workdays after the discussion or the union's receipt of the employer's proposed changes, the union will furnish the employer its written views and comments, identify any changes or additions and reasons for the union's proposed changes or additions concerning the proposal.

1.4. Personnel policies and practices effecting working conditions of bargaining unit members will not be changed by the employer, at either the national or local level without the employer notifying the union of the proposed change and permitting the union to request negotiations. Once negotiations are requested, any changes subject to bargaining will be held in abeyance pending the outcome of negotiations unless otherwise agreed to by the parties.

#### **SECTION 2. NEGOTIATIONS**

2.1. Subjects appropriate for negotiation between the parties are personnel policies, practices and other matters relating to or affecting the conditions of employment of bargaining union members.

2.2. In addition to negotiating personnel policies and practices, the parties agree to make every reasonable effort to resolve all differences that arise between them in connection with the administration of this agreement. Negotiated changes to policies or memorandums of agreement entered into by the parties will be signed by the designated union representative and the designated employer representative.

#### **SECTION 3. MID-TERM NEGOTIATION PROCEDURES**

3.1. The parties may initiate mid-term bargaining by proposing changes to conditions of employment of bargaining unit members to the extent permitted by law provided that the changes do not relate to matters addressed in this agreement and further provided the changes do not relate to matters over which either party has waived its right to bargain during the negotiations of this agreement.

3.2. The parties will be limited to two (2) articles per year as long as the agreement remains in effect. Requests will be served on the union or the employer in writing. The requests will state the specific subject matter to be considered and included written proposals.

3.3. After a mutually agreed on date and time, the parties will exchange the names of their negotiating team and each party may designate a chief negotiator or alternate chief negotiator in writing. Team membership will be limited to four (4) members per negotiating team no later than five (5) calendar days before the negotiations are scheduled to begin.



3.4. Negotiations will take place during regular duty hours and be conducted on official time in accordance with 5 USC 7131 (a).

3.5. Mid-term contract changes to articles of this agreement will be signed by the appropriate union and management officials in accordance with 5 USC 7114, ratified by the union, forwarded to DCPAS for agency head review and deemed final after approval by DCPAS or the tolling of thirty (30) calendar days which occurs first.

3.6. The parties will set aside matters they cannot agree on. After all items, the parties have agreed to have been disposed of; the parties will again attempt to resolve any items they set aside. Either or both parties may seek the services of the Federal Mediation and Conciliation Service (FMCS). When the services of FMCS fail to resolve the disagreement either party may seek the services of the Federal Service Impasse Panel (FSIP).

3.7. Where the employer alleges a matter is non-negotiable, the parties will follow the procedures outlined in Section 2424 of the Federal Labor Relations Authority.

## ARTICLE 9

### NEGOTIATED GRIEVANCE PROCEDURE

#### SECTION 1. COMMON GOAL

1.1. The employer and the union recognize the importance of settling disagreements promptly, fairly and in an orderly manner that maintains the self-respect of the employee and is consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision.

#### SECTION 2. SCOPE

2.1. The negotiated grievance procedure will be fair and simple and provide for expeditiously processing of matters of concern regarding the interpretation, application or violation of law, regulations, and conditions of employment. 5 USC 7121 governs the grievance procedures.

2.2. The negotiated grievance procedures do not apply to subjects excluded under 5 USC 7121:

2.2.1. Violations of Subchapter III of chapter 73 (5 USC 7321);

2.2.2. Retirement, life insurance or health insurance

2.2.3. A suspension or removal for national security;

2.2.4. Any examination, certification or appointment;

2.2.5. Classification of a position, which does not result in the reduction in grade or pay of the employee.

2.3. The negotiated grievance procedures do not apply to subjects below excluded by operation of law:

2.3.1. Separation of probationary employees for reasons other than political affiliation or marital status discrimination or procedural error.

2.3.2. Limited to the non-selection for promotion from a group of properly ranked and certified candidates, (if not properly ranked or certified, a grievance may be filed);

2.3.3. The employer's decision to contract-out (A76) a particular function or organization. Procedures distinct from the decision may be grieved.

2.3.4. A preliminary warning, counseling, or proposal of an action, which, if effected, are covered under this procedure or under a statutory appeal procedure.

2.3.5. Allegations of prohibited personnel practices defined by law at 5 USC 2302(b), protection of whistleblowers, and certain other illegal employment practices under titles 5 of the U.S. Code, and the interpretation and enforcement of Hatch Act provisions on political activity in chapters 15 and 73 of title 5 of the U.S. Code may be filed under the grievance process or with the Office of Special Counsel (OSC) but not both.

#### SECTION 3. APPLICATION

3.1. The union, an employee, group of employees or the employer, may initiate a grievance.

3.2. Only, the union or a representative approved by the union may represent employees in grievances.

3.3. Any employee or group of employees may present a grievance and have it adjusted without representation by the union provided the local shall be a party to all discussions and the grievance processes. (Reference Public law 95-454, Title 7, 5 USC Section 7114.).

3.4. In exercising their rights to present a grievance, employee representatives will be unimpeded and free from restraint, coercion, discrimination or reprisal.

3.5. The union has the right to be present during any proceeding under the negotiated grievance procedure. If the union is not the designated representative, a copy of the grievance is provided to the union within five (5) workdays of the filing date. The employer will provide the union reasonable advance notice of any meeting held under the negotiated grievance process when the union is not the designated representative. A copy of each grievance decision will be provided in a timely manner to the union.

#### SECTION 4. STEP ONE GRIEVANCES

4.1. The first step grievance will be filed by the grievant and representative if the grievant elects to have a representative through the Labor Relations Officer with the immediate supervisory level or the lowest level management official with authority to render a decision.

4.2. Adverse action grievances will be filed initially at the third step of the grievance process, disciplinary grievances (admonishments, reprimands and suspensions of 14 calendar days or less) will be filed at the second step in the grievance process and all other grievances will be filed at the first step of the grievance process.

4.3. The first step grievance will be in writing and filed no later than twenty (20) workdays from date of the incident-giving rise to the grievance, unless the grievant could not reasonably be expected to be aware of the incident by such time. In that case, the grievance will be filed no later than twenty (20) work days of the date the grievant became aware or should have become aware of the incident giving rise to the grievance.

4.4. The first step grievance will include an explanation of the issue grieved, to include explanatory information delineating who, what, where, when and why as appropriate. The grievance should cite the regulation, law and or contract provision at issue if known and include the remedy requested. When an individual files a grievance will include the employees, name, organization, duty phone number and email address. Where a union representative is involved the grievance will contain the name of the union representative and his duty phone number and email address. The grievance may include supporting documentation or information.

4.5. Management will issue a written decision to the grievant no later than twenty (20) workdays after presentation of the grievance. Management's failure to meet this deadline will enable the union or employee to proceed with a second step grievance.

#### SECTION 5. STEP TWO GRIEVANCES

5.1. The second step grievance will be filed by the grievant and their representative if the grievant elects to have a representative through the Labor Relations Officer at he the grievant's squadron commander level who may issue the grievance decision or may direct a designee to issue the grievance decision.

5.2. The second step grievance will be in writing and filed no later than fifteen (15) work days of receipt of management's step-one grievance decision or if there is not response from the employer within fifteen work days the employee/union may proceed to the third step. The step-one grievance and the step one-grievance decision will be attached to the step-two grievance. Disciplinary action grievances will be filed within twenty (20) workdays from the issuance of the disciplinary decision memorandum and include the deciding official's decision memorandum, and any rebuttal and supporting documents that were not previously submitted to the employer during the adverse action process.

5.3. Management will issue a written decision to the grievant no later than fifteen (15) workdays after presentation of the grievance. Management's failure to meet this deadline will permit the union or employee to proceed with a third step grievance.

## SECTION 6. THIRD STEP GRIEVANCES

6.1 The third step grievance will be filed by the grievant and their representative if the grievant elects to have a representative through the Labor Relations Officer at the grievant's group commander level who may issue the grievance decision or may direct a designee to issue the grievance decision.

6.2. The third step grievance will be in writing and filed no later than fifteen (15) workdays of receipt of management's step-one grievance decision or fifteen workdays after the second step grievance decision should have been received by the grievant. The step-one grievance, step two grievance, the step one-grievance and step two decision will be attached to the step-three grievance. Adverse action grievances will be filed within twenty (20 ) workdays from the issuance of the adverse action decision memorandum and include the deciding official's decision memorandum, and any rebuttal and supporting documents that were not previously submitted to the employer during the adverse action process.

6.3. Management will issue a written decision to the grievant no later than fifteen (15) workdays after presentation of the grievance. Management's failure to meet this deadline will enable the union or employee to proceed with a fourth step grievance.

## SECTION 7. FOURTH STEP GRIEVANCES

7.1. The fourth step grievance will be filed by the grievant and their representative if the grievant elects to have a representative through the Labor Relations Officer at the Vice Wing Commander level or his designee in writing and filed no later than fifteen (15) workdays of receipt of management's step three grievance decision or fifteen workdays after the step three grievance decision should have been received by the grievant who will issue the grievance decision within twenty (20) workdays of receipt of the fourth step grievance. The step-one grievance, step-two grievance, the step-three grievance, the step-one decision, step-two decision and the step-three decision will be attached to the step-four Grievance

7.2. If the employer (a person other than the one rendering the decision at the previous grievance level of the same grievance) becomes unable to render a decision due to lack of sufficient facts or evidence, or for reasons beyond agency control such as national emergencies or natural disasters, they may request additional time to investigate and process the grievance decision from the local union. If the local union denies the request to extend the time it will provide written justification explaining within two (2) working days the reasons for denying the extension and the union may invoke arbitration if the grievance is not resolved.

7.3. If management denies the step-four grievance, the local union may invoke arbitration by submitting the arbitration request to the Labor Relations Officer within twenty (20) workdays after receipt of the decision. A request for arbitration shall be valid only if signed by the local union president or designee.

## SECTION 8. UNION/EMPLOYER GRIEVANCES

8.1. Both the employer and union have the right to initiate a grievance.

8.2. Grievances are submitted in writing to the other party, within twenty (20) workdays of the incident that gave rise to the grievance or within twenty (20) workdays of becoming aware of the incident or should have reasonably become aware of the incident-giving rise to the grievance. Grievances will be submitted to either the Labor Relations Officer for management or the local Union President for the union.

8.3. A written decision and its basis will be given to the party initiating the grievance within twenty (20) workdays of receipt of the grievance. If dissatisfied with the decision, arbitration may be requested by submitting the request in writing to the local union president if the grievance is against the union or Vice Wing Commander through the Labor Relations Officer if the grievance is against the employer within twenty (20) work days of the decision or twenty work days after the fourth step grievance decision should have been received by the party.

## SECTION 9. APPLICATION

9.1. This procedure shall be the sole and exclusive procedure for matters within its scope.

## **ARTICLE 10**

### **ARBITRATION**

#### **SECTION 1. REQUESTING ARBITRATION**

1.1. If the final grievance decision is unsatisfactory to either party, the union or the employer may request the matter be arbitrated under the terms of this article.

1.2. The request for arbitration will be submitted in writing within twenty (20) workdays following receipt of the final grievance decision and signed by the appropriate union or management official.

#### **SECTION 2. SELECTING THE ARBITRATOR**

2.1. The parties will rotate requesting the arbitration list from the FMCS. The first party requesting arbitration after the implementation of this Agreement will make the first request; the other party will make the next request. The requesting party will pay any fee associated with requesting the list of arbitrators from FMCS.

2.2. After the list of arbitrators is received from FMCS the party receiving the list will provide the list to the other party within seven (7) workdays and the parties shall meet within work (20) workdays after the last party to receive the list to select an arbitrator. If the parties cannot agree on one of the listed arbitrators, each party will each strike one arbitrator's name from the list and shall repeat this procedure until only one arbitrator's name remains. The remaining name will be the arbitrator for the matter at issue. The party requesting the panel will strike the first name.

2.3. If either party refuses in to participate in the selection of an arbitrator the other party will select the arbitrator.

2.4. Grievance may be withdrawn at any time.

#### **SECTION 3. FEES AND EXPENSES**

3.1. The parties will split all fees and expenses related to the arbitration equally after an arbitrator has been selected.

#### **SECTION 4. ARBITRATION PROCESS**

4.1. The parties may use one of the following: (1) when the parties agree on the relevant facts of an issue and a hearing would serve no purpose the parties may file a joint stipulation of facts with the arbitrator including all relevant facts, dates, documentation, etc., with a request for a decision based upon the facts presented or (2) request an in person hearing.

4.2. Hearing dates will be set no later than six months from the date the arbitrator is selected unless the parties agree otherwise. Arbitration cases not heard within that six-month period will be canceled and the case closed unless an extension of this time frame is extended by mutual consent of the parties, or if dates are not available for both parties and /or the arbitrator.

4.3. The arbitrator will have the authority to determine whether a grievance is grievable or arbitrable. The arbitrator will render a decision on whether a matter is grievable or arbitrable or other threshold issues either prehearing or at the time of the hearing.

4.4. The arbitrator will have no power to add, subtract or modify the terms of the Agreement. The award will be limited to the issues presented at arbitration and consistent with the issues presented during the grievance process absent any issues abandoned by the grieving party during the grievance process. The arbitrator's decision will be final and binding on the parties to the extent the award is permitted by law.

4.5. The arbitration hearing are held on the employer's premises during the regular day-shift work hours of the basic workweek. The union's representative if a member of the bargaining unit, the aggrieved employee(s) and any bargaining unit member witnesses who are otherwise in a duty status will be excused from duty as necessary to participate in the arbitration proceedings without loss of pay, annual leave or any other benefit. Employee participants on shifts other than the regular day shift may be temporarily placed on the regular day shift while they are participating in the hearing for the week(s) of the hearing.

4.6. Grievances concerning unacceptable performance and adverse actions appealable to the Merit Systems Protection Board will be governed by and the arbitrator will render decisions consistent with Section 7701(c) (1) of Title 5, United States Code, and related case law as applicable.

4.7. Either party may file exceptions to an arbitrator's award through the appropriate avenue and within the prescribed timeframes. If no exceptions are filed the arbitrator's decision and remedy become final.

4.8. Grievances concerning the Back Pay Act will be governed by and the arbitrator will render a decision consistent with the provisions of the Back Pay Act and related case law. The arbitrator will further render a decision on attorney's fees where appropriate.

#### SECTION 5. TIME LIMIT

5.1. The arbitrator will render a decision and remedy to the parties as quickly as possible, but in any event no later than thirty (30) work days after the conclusion of the hearing or closing of the record unless the parties agree otherwise in advance (before acceptance of the case by the arbitrator).

**ARTICLE 11**  
**HEALTH AND SAFETY**

**SECTION 1. PROGRAM OVERVIEW**

1.1. The employer's occupational safety and health program will be consistent with the Occupational Safety and Health Act of 1970, Executive Order 11807, Air Force Occupational Safety and Health Program (AFOSH), Chapter XVII of Title 29 and Department of Labor Rules and Regulations.

**SECTION 2. SAFETY COMMITTEE**

2.1. The union will designate one (1) member and one (1) alternate member to serve on the installation Energy, Environment, Safety, and Occupational Health Council (EESOHC).

2.2. The employer will normally provide the union at least seven (7) workdays' notice of EESOHC meetings. In addition, the employer will provide the union notification when safety classes are scheduled covering recent changes to safety policy. Union notification will not be required for standard and routine work area safety briefings, etc. The employer will notice the union regarding upcoming Wing Safety building inspections and provide the union the opportunity to accompany the employer's representatives during the inspections.

**SECTION 3. SAFETY TRAINING**

3.1. The employer will provide union EESOHC members both introductory and specialized courses and materials so they may effectively perform their responsibilities as outlined and in accordance with 29 CFR 1960.59 (b).

3.2. The employer will train employees to ensure they are informed of safe working habits, practices and procedures with regard to specific job assignments and ensure manuals, instructions and regulations relating to safety and health are available to employees.

3.3. Mutually agreed upon training will be provided by the employer for union appointed members of the EESOHC. The union shall coordinate training needs with the employer who will in turn schedule occupational safety and health training. Costs for travel and per diem for Union representatives will be paid by the employer as allowed by applicable law, rules, regulations and the provisions of this Agreement.

**SECTION 4. HEALTH AND SAFETY PROCEDURES**

4.1. The employer to the extent practical will provide safe and sanitary working conditions and equipment consistent with 29 CFR 1910, 29 CFR 1926 and Air Force Occupational Safety and Health Program (AFOSH) standards.

4.2. The employer will provide suitable protective clothing, equipment and safety devices for employees engaged in activities required under 29 CFR 1910, 29 CFR 1926, and AFOSH. The employer will not provide cleaning and repair of issued clothing unless the clothing requires special maintenance beyond normal washer/dryer care.

4.3. Where employees duties require the operation of machinery, equipment or work that may cause injury, negatively impact health, or endanger the employee or, the employer will provide training, supervision and to the extent practical implement procedures to prevent/eliminate injury potential of the assigned tasks in accordance with 29 CFR 1910 and AFOSH 91-501.

4.4. Employees will comply with safe work practices and procedures. Employees will report observed unsafe or unhealthy conditions to management. Union representatives in the course of performing their normally assigned responsibilities will report observed unsafe practices, unsafe equipment or conditions, as well as any unsafe environmental conditions in their immediate areas. The employer will not retaliate against an employee for reporting unsafe practices or conditions.

4.5. When an employee believes they are subject to working conditions related to their duties so severe, even a short-term exposure to such conditions would be detrimental to their health or safety, they will immediately report the circumstances to management. The employee may at that time contact a union representative. A management representative and union representative will inspect the work area for the employee's safety concerns before requiring the employee to carry out the work assignment. If based on the inspection there is reason to believe an unsafe or unhealthy condition exists management may consult or seek assistance of any cognizant safety or health source, e.g., Bioenvironmental, Public Health or Wing Safety and will share the results with the union. If management determines the conditions are unsafe or unhealthy management will take the appropriate steps to ameliorate the hazard (s) or unsafe condition (s).

4.6. The union, an employee or group of employees who believe work is being required under conditions, which are unsafe, or unhealthy beyond the normal hazards inherent in the operations in question may submit a hazard report in accordance with AFI 91-202, *Air Force Mishap Prevention Program*. The union or employees may seek resolution to health and safety issues by availing themselves of the *Air Force Mishap Prevention Program* appeal procedures, AFI 91-202. The procedures outlined above do not obviate or preclude the use of the negotiated grievance procedure.

4.7. When the employer's Bioenvironmental Office determines temperature in a particular climate controlled work area or work site exceeds the normal range of 65 to 85 degrees Fahrenheit the employer will take precautionary measures designed to reduce the risk to exposed employees of both heat and cold exposure conditions. Management may consider reducing, relocating, or rescheduling the work; increasing the frequency or duration of rest periods, or other measures designed to protect employee health and the employer's premises. The personal comfort and health of the employee will be considered as well as related factors such as wind chill factor, airflow, the nature of the work performed.

4.8. The employer will not interfere, coerce, discriminate, or reprise against employees filing reports of an unsafe or unhealthful working condition; for participating in Occupational Safety and Health Program activities; or for exercising any right afforded by Section 19 of the Occupational Safety and Health Act, Executive Order 12196, 29 CFR Part 1960, or any provision of this Agreement.

## SECTION 5. ON-THE-JOB INJURY OR ILLNESS REPORTING

5.1. Employees will report to management immediately all injuries or illnesses occurring while on duty or on the employer's premises but no later than 24 hours of the occurrence, if possible.

5.2. The injured employee and the employer will enter the applicable data and complete the injury or illness documentation in the Department of Labor on-line system (ECOMP) consistent with the requirements of the Federal Employees Compensation Act. If the employee believes the injury is job related, the employee will file an online CA-1 online. Employees will receive a CA-16 from the employer authorizing medical care within 4 hours of the incident consistent with current OWCP regulations. Employee's believing they have suffered a work-related illness may file a CA-2 online and the Office of Workers' Compensation will determine if the illness is work related and advise the employer and the employee how to proceed. The employer will provide training and assistance to employees in completing the worker's compensation forms in the ECOMP system.

5.3. Employees who temporarily suffer on-the-job illness or injury and are unable to perform their regular assigned duties, but whose medical documentation permits them to return or remain in a duty status, may if available be assigned duties compatible with their physical condition, or have their regular assigned duties where feasible temporarily tailored to their limitations.



5.4. The employer agrees to provide basic emergency medical responder services and first aid for employees injured or seriously ill while on duty.

## SECTION 6. HEALTH AND SAFETY REPORTS

6.1. The employer will provide the union, as soon as practical the results of industrial hygiene and occupational health testing conducted within all facilities under the control of the employer to the extent not prohibited by the Privacy Act, DoD 6025.18-R, and the Health Information Portability and Accountability Act (HIPAA).

6.2. The Headquarters Air Force Safety Office will make decisions regarding the release of Safety Mishap Reports in accordance with AFPD 91-2 para 5.4.

## SECTION 7. PHYSICAL FITNESS PROGRAMS

7.1. Participation in any physical fitness program provided by the employer is voluntary. Decisions to terminate an existing employee's physical fitness program where there is evidence of abuse or if mission requirements dictate will be made at the squadron commander level. When employees are precluded from participating a physical fitness program due to mission requirements, the employee may only challenge an arbitrary or capricious decision by management.

7.2. Participation in a physical fitness program is limited to three (3) hours of administrative leave (excused absence) per week, coded appropriately on the employees ATAAPS and restricted to the use of facilities under the direct control of the installation commander. Employees' time spent for briefings, meetings pursuant to an employer-sponsored health program will be considered as administrative leave (excused absence) and documented appropriately on the employee's ATAAPS.

7.3. Employees' must provide management with a healthcare provider certification indicating the employee's health permits their participating in physical fitness activities and where appropriate identifies any limiting conditions prior to participating in a physical fitness program.

## SECTION 8. HEALTH SERVICES AND PREVENTIVE MEDICINE

8.1. DOD and AF regulations require certain employees assigned to AF medical facilities to participate in preventive medicine programs based on their exposure to patient care treatment programs and their occupations. When determined by the AF participation in these programs is mandatory and considered a condition of employment. Employees subject to these programs and preventive medicine protocols will receive notice their positions are included in the programs and provided briefings outlining the employment conditions affected by the programs and protocols.

8.2. The employer will periodically examine employees' performing duties exposing them to physical contaminants, such as communicable disease, radiation, excessive noise or toxic agents. Health Insurance Portability and Accountability Act (HIPAA) Office of Safety and Health Administration (OSHA) Center for Disease Control (CDC) and Office of Personnel (OPM) guidelines will be followed by the parties to include testing, vaccinations and monitoring. This will be provided at the expense of the employer.

## SECTION 9. MOLD AND ASBESTOS

9.1. The employer will manage the Facility Asbestos Program IAW the current issuance of AFI 32-1052, Facility Asbestos Management. The employer agrees to comply with current issuance of AF Policy AFI 52-1052 and OSHA regulation (29 CFR 1926.11.1) related to mold and asbestos.

## ARTICLE 12

### POSITION DESCRIPTIONS

#### SECTION 1. OVERVIEW

1.1. Management will review the employee's Position Description (PD) or core document annually with the employee or in accordance with appropriate instructions. Position Descriptions (PD), core documents contain the major duties and responsibilities for position classification.

1.2. Employees' regularly assigned duties will be based on PDs and filed in the Supervisor's Employee Work Folder, AF Form 971.

#### SECTION 2. EMPLOYER INITIATED CHANGES

2.1. Employer initiated changes significantly impacting the major duties, pay plan, occupational series, grade or title of a position require a Position Review. These requests are coordinated with the Civilian Personnel Section, discussed with the union and forwarded to AFPC for approval and classification. The employer will provide copies of the amended or new PD to the affected employee(s) and provide a copy to the union for impact and implementation review.

2.2. Where changes to a PD result in an adverse action the employer will notify the employee in writing and counsel them regarding their appeal rights. The employer's notification will inform the employee they may seek representational assistance from the union.

#### SECTION 3. EMPLOYEE INITIATED CHANGES

3.1. An employee has the right to request their supervisor file a Position Review with the Civilian Personnel Section if they believe they are performing duties above the grade level of their classified PD or core document or may file their request directly to AFPC. After AFPC makes a final classification determination the PD cannot be reviewed again for a period of two years unless the position is impacted by a higher headquarters directed mission change or due to a third party decision. This does not preclude the employee's to appeal a classification decision.

3.2. FWS Employees must appeal through the Agency before appealing to the Office of Personnel Management (OPM). GS Employees may appeal to the Agency first and then to OPM or may appeal directly to the OPM.

3.3. Employees may request a change in the grade, occupational series and title of their position. They may also request a change their position be changed from the General Schedule (GS) the Federal Wage System (FWS) from the FWS to the GS. Employees may not appeal the content or accuracy of the position description they are assigned; the content or accuracy of a classification standard; the classification of positions they are not assigned; or the classification of positions to which they are detailed or temporarily promoted for a period of less than two years. Employees are encouraged to contact the Civilian Personnel Section for advice on classification appeal procedures.

## ARTICLE 13

### STAFFING POSITIONS AND SELECTING CANDIDATES

#### SECTION 1. POLICY OBJECTIVES

1.1. Personnel actions involving hiring, detailing and promoting Employees will be consistent with the Merit Promotion System set forth in 5 USC 2301, the Civil Service Reform Act and current Department of Defense, Air Force, and local instructions

1.2. Identifying, qualifying, evaluating or selecting candidates must be made without regard to political, religious, labor organization affiliation or non-affiliation, marital status, race, color, religion, sex, national origin, age (40 or over), physical or mental handicap, protected genetic information, your sexual orientation, gender identity or expression, parental status and/or retaliation but solely on job-related criteria according to legitimate position requirements.

#### SECTION 2. APPLYING FOR POSITIONS

2.1. Employees may access the USAJobs web site and review job openings at Columbus AFB and other federal agencies. Employees may self-nominate for positions using USAJobs. Employees may submit a resume describing their education, training and experience (to include details and temporary promotions). Employees are encouraged to establish a USAJobs account and request e-mail notifications for job openings for Columbus AFB and others for which they have interest.

2.2. AFPC will determine qualification based on requirements of the position, resumes and questionnaire responses. AFPC will refer qualified candidates for consideration to designated selecting officials.

#### SECTION 3. SELECTING CANDIDATES

3.1. Selecting officials receive candidate resumes referred as qualified on AFPC provided certification lists. Selecting officials may review applications provided, conduct interviews or use other valid selection devices to identify candidates best meeting the announced positions requirements. Nevertheless, selecting officials are not required to interview any or all of the candidates. Selecting officials have the right to choose from a referral listing, another authorized source or re-advertise a position. See 5 CFR § 330.102.

3.2. The availability of DoD candidates for competitive referral does not prevent applicants from outside the DoD from being considered. Managers have the right and responsibility to review candidates from all appropriate sources, determining which applicants best meet the announced positions requirements and the Air Force Affirmative Action Program goals and objectives.

3.3. Applicants may track their status in the employment process by accessing their USAJobs account. Referred candidates will be notified by AFPC they were selected for a position.

3.4. Employees believing they did not receive fair consideration for a position consistent with Merit Systems Principles may contact the Civilian Personnel Section for information and/or use the negotiated grievance process.

3.5. Preselection is a prohibited personnel practice.

## SECTION 4. DETAILS

4.1. The term detail in this Agreement is defined as the temporary assignment of an employee to a different position or set of duties for a specified period with the employee returning to their official position of record at the end of the detail and its use prescribed by OPM, DOD and AF regulations and law. See 5 CFR §300.301, 304 and 352.

4.2. Applicable knowledge, skills and experience are the primary consideration in selecting employees for details. The employer may consider seniority as an ancillary consideration in selecting employees for detail. Volunteers for details will receive fair consideration provided the volunteers possess the knowledge, skills and experience required to perform the detail. The employer will consider detailing well-qualified volunteers before detailing employees who did not volunteer. Where there are no volunteers the employer will consider detailing the least senior employees possessing the requisite knowledge, skills, and experience.

4.3. Details are used to reallocate personnel resources based on requirements of the organization and its mission. Although not its intended purpose details may result in employees expanding their knowledge, skills and experience. Details are not used to reward or punish employees, nor will details be used expressly to qualify individuals for positions undermining the Merit Promotion System and Civil Service Reform Act.

4.4 Details of 30 days or longer are recorded in accordance with OPM, DOD and AF regulations and law in the Employee's electronic official personnel folder (EOPF). Details of less than 30 days duration are recorded in the Supervisor's Employee Work Folder (AF Form 971).

4.5. Details to fill an established position longer than 120 consecutive days require applying the procedures defined in OPM, DOD and AF regulations and law. See 5 CFR § 300.301.

4.6. Details of employees to duty stations within the commuting area that are a greater distance in travel miles from the employees local residence to the detailed duty station than the distance in travel miles from the employees local residence to the employees regular duty station will report to their regular duty station and be provided a GOV and travel time within their regular assigned work day to travel to and from the regular duty station to the detailed duty station provided they meet the requirements to operate a GOV.

## SECTION 5. TEMPORARY PROMOTIONS

5.1. The term temporary promotion is a time limited promotion with a not to exceed date or as specified term in this Agreement is defined and its use prescribed by OPM, DOD and AF regulations and law. See 5 CFR § 531.203.

5.2. When temporary assignment to a higher-grade position is required, management will where practical temporarily promote rather than detail. Selections will not be based on personal relationship or patronage.

## SECTION 6. MANAGEMENT REASSIGNMENTS

6.1. The employer reserves the right to reassign employees based on mission needs and program requirements. Reassignment is defined as a change of an employee, while continuously in the same agency, from one position to another without promotion or demotion as defined by OPM, DOD and AF regulations and law. See 5 CFR § 531.203.

## SECTION 7. CAREER PROGRESSION ASSISTANCE

7.1 The employer should address employee career progression during employee performance feedback and progress reviews.

7.2. The employer will provide advice and counseling for employees requesting feedback on how to become more competitive for a specific position. Employees may also seek advice on career progression and resume writing from the Airman and Family Readiness Center.

## SECTION 8. NEPOTISM

### 8.1. Prohibitions

8.1.1. The civil service system is based on the idea employees should be selected through fair and open competition and promoted on the basis of their individual merit. Nepotism is a prohibited personnel practices (PPP) codified at 5 U.S.C. § 2302. Specific restrictions on the employment of relatives are also set forth at 5 U.S.C. § 3110. The employer will not permit any management official with authority by law, rule, or regulation to appoint, employ, promote, or advance individuals, or to recommend individuals for appointment, employment, promotion, or advancement of an individual who is related to the management official to appoint, employ, promote, advance, or advocate for appointment, employment, promotion, or advancement, in or to a civilian position in which they exercise jurisdiction or control any relative, i.e., father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

8.1.2. An individual appointed, employed, promoted, or advanced improperly may not be paid if so appointed, employed, promoted, or advanced.

### 8.2. Exceptions

8.2.1. In the event of emergencies, resulting from natural disasters or similar unforeseen events or circumstances The Office of Personnel Management may prescribe regulations authorizing the temporary employment of individuals whose employment would otherwise be prohibited by law.

8.2.2. This Article does not prohibit the appointment of a preference eligible that results in the selection for appointment of an individual who is not a preference eligible.

## **ARTICLE 14**

### **EQUAL OPPORTUNITY**

#### **SECTION 1. POLICY**

1.1. The Parties are oppose to and will not tolerate discrimination as specified in Title 7 of the Civil Rights Act and federal Executive Orders.

1.2. The parties commit to complying with the Equal Employment Opportunity Act, the Age Discrimination in Employment Act, the Civil Service Reform Act, the Family and Medical Leave Act, the Americans with Disabilities Act, the Rehabilitation Act, the Genetic Information Nondiscrimination Act of 2008, and all other applicable laws and regulations, including future related laws and regulations.

1.3. The employer will make available to employees written information describing the employer's EO programs, the Affirmative Employment Plan and the EO complaint process.

#### **SECTION 2. UNION REPRESENTATION**

2.1. One member of the Human Relations Climate Assessment Subcommittee (HRCAS) will be a union representative. The union representative will have a full and active role on the Subcommittee and may provide bargaining unit members positions on all matters addressed by the advisory committee. The union will provide its proposals in a timely manner for consideration by the Subcommittee.

2.2. An employee discussing a problem of alleged discrimination with an Equal Opportunity (EO) counselor, or at any step of the EO complaint process, has the right to be accompanied by the Union representative of his/her choice if desired.

2.3. An employee filing a formal EO complainant is not entitled to representation by the union from that point forward. A member of the bargaining unit member to include a union representative may represent the employee in a formal complaint, however not in the capacity of a union representative and not on official time.

#### **SECTION 3. PROFESSIONALISM**

3.1. The employer will make every reasonable effort to discuss corrective actions and/or counsel employees in private.

#### **SECTION 4. REASONABLE ACCOMMODATIONS**

4.1. Employees may request an accommodation orally or in writing. The employer will consider requests for accommodation and make reasonable accommodations for qualified disabled employees consistent with federal law, DOD and AF law, rule and regulation.

4.2. The employer will counsel the employee requesting a reasonable accommodation in AF accommodation policies, regulations and process and assist the employee in processing their request for accommodation.

4.3. The employer's facilities will be accessible to employees with disabilities and free of architectural barriers consistent with federal, DOD and AF law, rule and regulation. Parking benefits and privileges will not be unreasonably denied individuals with disabilities.

4.4. The employer will provide qualified employees with disabilities full consideration for all training opportunities to include on-the-job training and provide reasonable accommodations to the employee to attend and complete the training consistent with federal, DOD and AF law, rule and regulation.

## SECTION 5: UNIT CLIMATE ASSESSMENTS

5.1. The parties agree to the use of unit climate assessments (UCA) to evaluate the climate of organizations on Columbus AFB. The Employer will notify the union when climate assessments will take place.

5.2. The employees will be provided the opportunity on a voluntary basis to provide an honest assessment without fear of reprisal. The identity of the person providing the assessment will remain anonymous.

5.3-.The unit commander will coordinate the release of the UCA report DOD 5400, 7-R, subject to the Freedom of Information Act.

## SECTION 6. SPECIAL OBSERVANCE PROGRAMS

6.1. The parties encourage bargaining unit members to participate in Agency-sponsored Special Observance Programs or events held on Columbus AFB. Participation in these is voluntary and not a factor in the employee's performance evaluation.

## SECTION 7. EO TREND DATA

7.1. The employer agrees to furnish the union with the following EO data on an annual basis or when requested by the union and available. Workforce profile by grade level and job series according to sex, race, and ethnicity, date of birth, and disability and employees selected for positions by grade level and job series according to sex, race, ethnicity, date of birth, and disability on a calendar year basis. PII data will be redacted.

## ARTICLE 15

### DISCIPLINE AND ADVERSE ACTIONS

#### SECTION 1. GENERAL

1.1. Disciplinary and non-disciplinary adverse actions are taken based on the efficiency of service standard and just cause for lesser disciplinary actions consistent with applicable federal, laws, rules and regulations.

1.2. Probationary and trial period employee disciplinary actions are taken consistent with federal law, rule, and regulation.

1.3. The Employer will administer disciplinary and adverse action procedures and determine appropriate penalties consistent with federal law.

1.4. The deciding management official will always be different from the proposing management official when disciplinary and adverse actions more serious than reprimands are taken against bargaining unit employees.

#### SECTION 2. PRELIMINARY INVESTIGATION

2.1. Management will investigate where appropriate misconduct consistent with federal law and DOD and AF rule and regulation prior to taking disciplinary action, non-disciplinary actions against bargaining unit members.

2.2. Bargaining unit employees will receive union representation during the investigative process upon request consistent with federal law.

2.3. The employer will comply with the annual Weingarten Rights notification (right to representation).

2.4. Where a bargaining unit employee requests representation during the investigative process management will permit the employee time to contact the union and request representation by the union. If a representative determined by the union is readily available, the investigative process will continue after the arrival of the representative or the employee may elect to continue the investigative process without representation. Where a representative determined by the union is not readily available management will delay the investigative process until a representative is available but not to exceed 24 hours.

#### SECTION 3. PROPOSED NOTICE

3.1. Notices of proposed discipline will contain a statement of the rights and privileges attendant to the proposed disciplinary action. The notice period related to indefinite suspensions may be shortened where the basis of the action is management's reasonable belief a crime has been committed punishable by imprisonment.

3.2. Employees and their union representative will be afforded the opportunity and official time to review the material relied upon by management in proposing a disciplinary action and have the right to reply both orally and/or in writing to the proposal.



3.3. The employee or their representative may request an extension of time required to reply to the notice of proposed discipline. The written request containing the reasons for the requested delay will be submitted to the deciding official named in the notice of proposed discipline, no later than forty-eight (48) hours before the last day to reply stated in the notice of proposed discipline. The deciding official will review and consider the request based on the substance of the request and the circumstances surrounding the action. The employer will have until the end of the notice period to respond to the union. Nevertheless, when the requested extension is denied the reply period will be extended by five (5) working days from the date of the employer's denial.

#### SECTION 4. FINAL NOTICE

4.1. In cases involving disciplinary action, an employee will be given advance written notice of the proposed action in accordance with current federal law.

4.2. In cases involving unacceptable performance, management may propose the action under 5 USC Chapter 43 or 75.

4.3. In the event an unfavorable final decision is issued, the employee will be advised they have the right to appeal the decision under the negotiated grievance procedure or to the Merit Systems Protection Board (MSPB) but not both where applicable. If the action is appealable to the MSPB, the appropriate MSPB address shall be included in the memorandum.

4.4. In any disciplinary action, resulting in removal or suspensions without pay a decision from the MSPB or the arbitrator in favor of the employee will result in interim relief pending the Agency's Petition for Review (PFR) or appeal if ordered by MSPB or the arbitrator.

## ARTICLE 16

### EMPLOYEE ASSISTANCE PROGRAM

#### SECTION 1. EAP PROGRAM

1.1. EAP is a professional service that provides information, consultation, problem-solving counseling, resource identification, and support by providing health and wellness, mental health, drug and alcohol, financial, legal, crisis, and risk management counseling to all employees and management.

#### SECTION 2. EAP PROCESS

2.1. Alcoholism and drug dependency may be considered under certain circumstances to be treatable illnesses and disabling conditions in accordance with applicable law, rule, regulations and case law. The Employee Assistance Program (EAP) is a confidential program available to all employees. The employer agrees to provide, on a confidential basis a counselor for employees who voluntarily seek counseling or referral assistance.

2.2. Employees having an alcohol, drug abuse or emotional issues will receive the same consideration and offer of assistance that is extended to employees with other illnesses.

2.3. An employee's records of alcohol, drug abuse or emotional issues will be maintained confidentially as medical records.

2.4. The mandatory referral by management for the initial counseling session of an employee is duty time. Thereafter, supervisors may grant leave for counseling and treatment. Employee attendance except for the initial management mandatory referral is voluntary. Employee participation is voluntary.

2.5. Sick leave may be granted for the purpose of treatment or rehabilitation as any other illness.

2.5. The mandatory referral by management for the initial counseling session of an employee is duty time. Thereafter, supervisors may grant leave for counseling and treatment. Employee attendance except for the initial management mandatory referral is voluntary. Employee participation is voluntary.

2.6. Employees are responsible for the costs of counseling and treatment related to the EAP processes not specifically provided for by the AF.

2.7. Employees are encouraged to discuss EAP matters with their management without fear of reprisal.

2.8. Union representatives will be on official time when performing representational duties related to the EAP and processes.

## **ARTICLE 17**

### **LABOR/MANAGEMENT RELATIONS TRAINING**

#### **SECTION 1. UNION SPONSORED TRAINING SESSIONS**

1.1. The employer agrees to grant official time to union representatives to attend union sponsored and other training of concern to the employees in their capacities as union representatives.

1.2. The total hours of union sponsored and related training will not exceed six hundred (600) work hours per year and not exceed forty (40) hours per employee at any one time. The training pertains to all union officials.

1.3. The union provides the Civilian Personnel Flight a written request for official time at least one (1) week in advance of the training. The request will contain information regarding the duration, purpose and nature of the training. Upon return from training, union officials will present to the Civilian Personnel Flight a copy of documentation verifying completion of course or attendance. Failure to provide the documentation will result in a charge of annual leave or leave without pay.

1.4. Where work requirements preclude the attendance, the employer will provide the union an explanation in writing as to the denial of the request. All travel and related expenses will be borne by the union.

#### **SECTION 2. EMPLOYER/UNION SPONSORED TRAINING SESSIONS**

2.1. Where mutually agreed by the parties, the parties will conduct joint management/union training sessions on duty time regarding the administration of this agreement and management policies affecting employee conditions of employment. The training will primarily concern orienting and briefing union and management officials on the requirements and administration of this agreement and management policies affecting the working conditions.

2.2. Commissioners of the Federal Mediation and Conciliation Service may be utilized to assist in these joint-training sessions.

**ARTICLE 18**  
**HOURS OF WORK**

**SECTION 1. STANDARD WORK SCHEDULES**

- 1.1. The standard workweek will be Monday thru Friday from 07:30 to 16:15 with a 45- minute lunch break. The standard workweek will be the period for which an employee is paid a straight-time pay rate. Appropriate management officials consistent with AF policy may authorize variations providing the schedule consist of 5 days a week, 8 hours a day.
- 1.2. The employer will establish the tours of duty and hours of duty based on mission requirements.

**SECTION 2. BREAK PERIODS**

- 2.1. Employees are authorized one fifteen (15) minute break to be taken after two (2) hours of the first four (4) hour period of the normal duty day and one fifteen (15) minute break to be taken after two (2) hours of the second four (4) hours in the duty day. Additionally, one fifteen (15) minute break is authorized within each four (4)-hour period of overtime worked. In the event an employee's duties require delay of the break period, the employer will ensure the employee receives a full fifteen (15) minute break as soon as possible. Employees involved in hazardous duties, very physical demanding work subjecting them to fatigue, or those assigned duties in confined spaces for health reasons may be granted additional breaks at the discretion of the employer.
- 2.2. Employees will be permitted to take breaks away from their immediate worksite. Where an employee opts to take breaks at their immediate worksite, the employer may limit eating, drinking, etc., in the employee's immediate work area only during breaks.
- 2.3. Additional breaks for tobacco users will not be permitted.
- 2.4. Employees depending on their assigned duties and responsibilities may be permitted reasonable time to secure tools and equipment, return to assigned shops, remove debris from clothing, etc. prior to lunch and at the end of the day.
- 2.5. Separate rules and/or circumstances may apply to Firefighters and Civilian Simulator Instructors/Air Traffic Controllers.

**SECTION 3. ALTERNATIVE WORK SCHEDULES (AWS)**

- 3.1. The employer will establish, maintain and discontinue AWS consistent with AFI 36-807, CAFB supplement and Federal Employees Flexible and 5 USC 6121, 5 CFR 610.102 and 5 CFR 610.111 based on mission needs. Alternate work schedules will not adversely impede mission or the employer's capacity to provide customer support. The union will be notified if any bargaining unit employees are removed or proposed to be removed from an AWS. All AWS schedules will be applied in a fair and equitable manner.
- 3.2. Changes to AWS schedules
  - 3.2.1. Individuals may have their AWS temporarily suspended or removed based on a determination by the employer that the employee is either has attendance issues or the AWS would adversely impact essential mission activities.
  - 3.2.2. Work sections may have their AWS temporarily suspended or removed based on a determination by the employer that the AWS would adversely impact essential mission activities.

3.3. Current examples of approved AWS at CAFB consists of a 5/4/9 compressed and a flexible alternate work schedule. Employees have the option to select and vary starting and stopping times within established limits set by the employer. The 5/4/9 compressed work schedule permits employees to schedule their eighty (80) hour biweekly basic work requirement during nine (9) workdays in a pay period. The union may request a new or amended AWS (CWS/flexible schedules) for bargaining unit employees.

#### SECTION 4. CHANGES IN WORK SCHEDULES

4.1. The employer may rotate employees from shift to shift or tour to tour, where necessary. The employer shall give the employee at least seven (7) days' notice of the change in tours and/or hours in accordance with applicable laws and regulations.

4.2. When the employer contemplates establishing new hours of work, the employer will notify the union in advance.

#### SECTION 4. RELIGIOUS OBSERVANCES

An employee whose personal religious beliefs require their absence from work during scheduled work periods may elect, with the approval of his/her supervisor, to engage in substitute work for time lost as the result of meeting those religious requirements. Absence is not authorized for extracurricular religious activities occurring during normal duty hours or scheduled overtime (i.e., choir practice, Bible study, etc.)

## ARTICLE 19

### OVERTIME AND COMPENSATORY TIME

#### SECTION 1. OVERVIEW

1.1. When management approves or has reason to believe an employee has worked for more than forty hours in an established work week or eight (8) hours in an established work day the employee will be compensated according to 5 CFR 550 and 551 and 29 CFR 785.11 and 785.12, unless the work is assigned under Article 18, Section 2 where compensation will be provided under controlling regulations and laws as appropriate.

#### SECTION 2. ASSIGNMENT OF OVERTIME

2.1. Employees normally assigned to the required duties will perform the overtime work based on equal distribution unless specific skills and knowledge are required to perform the work and will in no way affect management's right to assign employees or to determine the skills or qualifications required for an overtime assignment.

2.2. In no case will overtime work be assigned to any employee as a reward or punishment.

#### SECTION 3. DISTRIBUTION OF SCHEDULED OVERTIME

3.1. Management will maintain employee overtime distribution records by work unit providing employees with the requisite skills and knowledge a fair and equitable opportunity to share in the overtime, unless an employee indicates unwillingness to perform overtime duties. Overtime will be distributed based on earliest employee federal service retirement computation dates as found on the employee's SF50. Employees who decline overtime will be placed at the bottom of the rotation while those on leave will retain their rotational standing, pending return to duty. Employees required to perform mandatory overtime will be selected by reverse federal retirement seniority. Voluntary overtime will be assigned based on the greatest amount of federal retirement seniority.

#### SECTION 4. COMPENSATION

4.1. An employee will neither be compelled nor permitted to work overtime without compensation.

4.2. Employees working unscheduled overtime will be compensated for any partial hour worked in increments of fifteen (15) minutes.

4.3. Employees required to work overtime in excess of four (4) hours outside their regular work shift will be permitted an uncompensated one-half hour meal period, if requested.

#### SECTION 5. CALLBACK

5.1. A callback and call-in situation exists when an employee is required to return to his place of employment for unscheduled duty:

5.1.1. On a regular workday before or after his regularly scheduled tour of duty, but not when the callback period is continuous with his scheduled hours of work:

5.1.2. Outside the scheduled hours of his regular tour on a holiday; or

5.1.3. On one of his scheduled non-workdays.

5.2. Whenever an employee is called back to perform unscheduled work, such work is considered to be at least 2 hours in duration for the purpose of overtime compensation. FLSA nonexempt General Schedule employees receive overtime pay or compensatory time off at the employee's discretion and Wage Grade employees always receive overtime pay. FLSA non-exempt General Schedule employees receive overtime pay or compensatory time off at the employee's discretion.

5.2.1. The minimum 2 hours of overtime pay or compensatory time-off is not paid when an employee performs unscheduled overtime work immediately following his scheduled tour, or when called in early for duty that merges with and continues into his scheduled hours of duty for that day.

5.2.2. Except as restricted in 5.2.1., employees receive callback overtime pay (or compensatory time off) consistent with provision 5.2 above.

5.3. Call back is defined at 5 CFR 551.401(e). Standby and on-call are defined at 5 CFR 551.431.

## ARTICLE 20

### LEAVE

#### SECTION 1. ANNUAL LEAVE

1.1. Employees have a regulatory right to use annual leave. Management controls when employees may schedule and use annual leave based on staffing and organizational requirements unless there is a justifiable and valid reason.

1.2. Vacation leave will be scheduled as equitably as possible considering mission and organizational requirements to accommodate employee requests. Management may make exceptions when mitigating circumstances dictate; e.g., illness in family.

1.3. Unscheduled requests for annual leave will be made at least one hour before the beginning of an employee shift to permit management to determine the impact on workload unless there are mitigating circumstances, e.g., emergencies.

1.4. Employees will request scheduled and non-emergent annual leave in writing or through ATAAPS from their supervisor prior to taking leave. Unscheduled annual leave will be requested through a means satisfactory to the employee's supervisor. Leave is not valid until approved by a supervisor or designated management official. Employees should make every reasonable effort to contact their immediate supervisor before requesting leave from another management official. In the case of emergencies where the employee cannot contact their immediate supervisor or another supervisor, the employee may contact their supervisor via voicemail, text or email.

1.5. Scheduling conflicts should be resolved between the employees involved absent management involvement. Unresolved conflicts normally will be settled by use of seniority as measured by federal retirement Service Computation Date (SCD) for leave. An employee's approved annual leave will not be disapproved if an employee with an earlier SCD subsequently requests leave for the same period.

#### SECTION 2. SICK LEAVE

2.1. Employees will earn and management will grant sick leave in accordance with applicable statutes, regulations, and instructions. Sick leave is an entitlement.

2.2. Management will grant sick leave where employees are incapacitated from performing their duties by sickness, injury, confinement due to pregnancy, medical and dental treatment or examination, or when a member of the employee's immediate family is afflicted with a contagious disease, and the presence of the employee at work would jeopardize the health of others as defined in appropriate regulations. Approval of sick leave for prearranged medical, dental and optical appointments must be obtained in advance. Sick leave may be used to care for a family member or to make arrangements for or attend the funeral of a family member.

2.3. Employees may be granted leave in accordance with applicable law and instructions under the federal Family Medical Leave Act, Family Friendly Leave Act and related regulations.

2.4. For unscheduled/emergency sick leave, the employee will first make every effort to notify their immediate supervisor before notifying another designated management official of their incapacitation for duty, if there are means available, as soon as possible after the start of the employee's shift, but normally not more than two (2) hours after the shift begins. In the case of emergencies where the employee cannot contact their immediate supervisor or another supervisor, the employee may contact their supervisor via voicemail, text or email.



2.5. Sick leave of more than three consecutive scheduled workdays for Employees on a "normal" administrative workweek (e.g., 8 hours a day, 40 hours a week or compressed 5/4-9) must be supported by medical documentation (or other administratively acceptable documentation for absence) unless the supervisor specifically waives this requirement.

2.6. Fulltime employees may use 104 hours of sick leave each leave year to care for family members or for bereavement purposes.

### SECTION 3. MISCELLANEOUS LEAVE

3.1. Employees will be granted leave for jury duty, voting, and other specific type absences not covered elsewhere in this Agreement, according to Office of Personnel Management, DOD and Air Force directives, rules, laws, regulations and instructions.

3.2. Supervisors will have the option to excuse absences of less than one hour for unavoidable absences, brief periods of tardiness, or brief periods of early dismissal. This will be at the supervisor's discretion or the supervisor may approve employee requests to use previously accrued leave, time off, credit hours, or leave without pay.

3.3. In the event of inclement weather, the installation commander may authorize administrative dismissal or closure in accordance with applicable instructions.

3.4. Employees prevented from working due to closure of all or part of a facility should be authorized excused absence in accordance with OPM guidance and government wide regulations.

## ARTICLE 21

### VOLUNTARY ALLOTMENT OF UNION DUES

#### SECTION 1. DUES DEDUCTION

1.1 The employer shall continue to deduct Union dues from the pay of employees subject to the following provisions:

1.2. The union will provide Standard Forms 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues," to eligible members desiring to authorize an allotment for withholding of dues from their pay.

1.3. The president or designee of the local will certify on each Standard Form 1187 that the employee is a member in good standing in the union, insert the amount withheld and submit completed Standard Forms 1187 to the Civilian Payroll Office or NAF Human Resources.

1.4. The president or designee of the union will notify the Civilian Payroll Office or NAF Human Resources when the local's dues structure changes. The change will be effected at the beginning of the first full pay period after receipt of such notice.

1.5. Allotments will be effective at the beginning of the first full pay period after receipt of Standard Form 1187 by the Civilian Payroll Office.

1.6. The union will promptly notify the Civilian Payroll Office or NAF Human Resources, in writing, when a member of the union ceases to be a member.

1.7. The Agency will submit an alphabetical listing of the members and amounts withheld. The list will also include the names of those employees for whom allotments have been permanently or temporarily stopped and the reason therefore (e.g., moved out of the Unit, separation or insufficient income during pay period.) If an employee is in LWOP status, they will be counseled they may pay union dues directly to the union Secretary/Treasurer and upon returning to work dues will be again withheld. Employees in the bargaining unit who become ineligible for inclusion in the bargaining unit should notify their servicing Civilian Payroll Office or NAF Human Resources. However, in the event union dues have been erroneously withheld for an employee whose allotment eligibility has ceased, it is the employee's responsibility to ensure cancellation of the allotment.

1.8. A bargaining unit member may voluntarily revoke an allotment for the payment of dues by filling out a Standard Form 1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues," and submitting it directly to the union President or designee. The union president or union secretary/treasurer will initial the form and then forward the form to the Civilian Payroll Office or NAF Human Resources. If the Standard Form 1188 is submitted to the Civilian Payroll Office or NAF Human Resources, which will provide the Local appropriate notification and/or a copy of the revocation. After receipt of such notice, revocation will become effective as of the first full pay period following the anniversary date of the employee's authorization of dues withholding. This time limitation will not apply to members whose bargaining unit status has changed rendering them ineligible for membership. The duplicate copy of the Standard Form 1188 completed by the member will be used for this purpose.

1.9 Management agrees to provide this service without charge to the union or members and to continue this service regardless of contract status consistent with current federal law and government wide regulation as long as the union holds exclusive recognition.

## **ARTICLE 22**

### **USE OF OFFICIAL FACILITIES AND SERVICES**

#### **SECTION 1. SPACE/EQUIPMENT**

1.1 Management agrees to provide to the union space at the activity to be used for a union office and utility services, including:

1.1.1. One (1) DSN telephone line, in accordance with appropriate laws, rules and regulations.

1.1.2. Internet access provided the internet is used for official union business only. Violation of this provision will result in termination of internet service.

1.2. Management will additionally designate conference room space for union official meetings. The union must reserve space for large meetings and membership drives catering to thirty (30) individuals or more.

#### **SECTION 2. INTERNALMAILSERVICE**

2.1. Internal base snail mail as well as electronic mail maybe used for official correspondence between the parties and employees as pertains to official grievances and other matters concerning conditions of employment.

2.2. Membership material, newsletters, informational material, etc., will not be sent through internal mail service to include electronic mail.

2.3. Internal union business will be protected for privacy and will not be violated.

#### **SECTION 3. BULLETIN BOARDS**

3.1. The employer agrees to provide bulletin board space for the union's use. Union bulletin board space will be a minimum of 30" x 40" in size per facility where bargaining unit employees are assigned.

3.2. Bulletin board space will be used by members of the union for posting of union literature such as correspondence and notices that pertain to personnel policies, working conditions and other personnel matters that the union believes are important to bargaining unit employees.

3.3. The Union shall maintain union bulletin board space in a current and orderly condition.

#### **SECTION 4. COPIES OF AGREEMENT**

4.1. The employer will ensure that copies of this agreement are provided to all bargaining unit members via electronic media and posted and maintained on the employer's SharePoint site.

#### **SECTION 5. IN PROCESSING**

5.1. The Civilian Personnel Flight will ensure during the in processing of new employees of Columbus Air Force Base that a copy of the union Information Release Form is given to employees.

5.2. After employees complete the form, it will be returned to AFGE Local 1296 by the Civilian Personnel Flight.

## SECTION 6. POLICY

6.1. The union has access through the internet service provided to Office of Personnel Management and Merit Systems Protection Board publications, including regulations supplements and classification standards as well as current and future Agency and Activity policy directives, regulations, etc., relating to unit employees or their working conditions and of all Agency instructions, reports or listings relative to the Labor- Management Relations Program. This does not require release of intra-management communications protected from release from the Freedom of Information Act or Title 7, CSRA.

## 6.2. SECTION 7. BASE PHONE BOOK

The employer agrees to publish the union office location and phone numbers in the base phone book and other directories under the heading/identifier AFGE Local 1296 Union Office.

## ARTICLE 23

### NEW EMPLOYEE ORIENTATION

#### SECTION 1. ORIENTATION OF NEW EMPLOYEES

1.1. The Employer will inform new employees that Local 1296 is the exclusive representative of employees in the bargaining unit.

1.2. Each new employee will be advised he or she can receive an electronic copy of this Agreement upon request from any union official or the base Labor Relations Office, download, or download an electronic copy from the base SharePoint site.

1.3. The employer will provide the union sufficient notice of upcoming employee orientations in order to afford the union an opportunity to speak to new employees.

#### SECTION 2. MONTHLY LIST OF NEW EMPLOYEES

2.1. The employer shall furnish the President of the union on a monthly basis or upon request, the following information regarding employees of the bargaining unit. This information may be sorted based on the date Employees in-processed.

Full Name  
Position Title and Grade  
Date arrived Personnel Office Duty Phone  
Unit  
Office Symbol

**ARTICLE 24**  
**TOBACCO POLICY**

**SECTION 1. TOBACCO USE**

1.1. Current policy prohibits Air Force personnel from using any form of tobacco products (to include smokeless) in any facility on Columbus AFB. It does not cancel or supersede other instructions that control tobacco use because of fire, explosive or other safety hazards, or in areas where minors are present.

1.2. Management has designated outside covered tobacco use areas and located in areas where non-smokers will not be exposed. These areas will also be opened to non-smokers or smokers alike. Appropriate containers will be available to dispose of tobacco products. Users will perform clean up and sanitation of the designated tobacco use areas.

1.3. New personnel will be briefed during in processing and frequent reminders should also be issued as required.

1.4. The employer will resolve conflicts due to the provisions of this guidance, in favor of the non-tobacco user.

1.5. The Employer will make available tobacco cessation programs. Employees who desire to participate in employer-sponsored tobacco cessation programs can be considered to be on duty to participate for one full program, which may include several sessions. Subsequent programs will be attended on the Employee's own time, annual leave or leave without pay.

**ARTICLE 25**  
**DRUG TESTING**

**SECTION 1. REGULATIONS**

1.1. Drug testing will be done in accordance with AFI 44-107, Air Force Civilian Drug Demand Reduction Program and in accordance with Federal Drug Testing Program.

**SECTION 2. PROCESSES AND PROTECTIONS**

2.1. The employer will notify all employees in Testing Designated Positions (TDPs) no later than when they are in-processing.

2.2. Employees will receive and sign a notice indicating they are aware they are in a TDP and agree to submit to testing requirements outlined in Department of Defense and Air Force procedures.

2.3. Bargaining unit employees when notified to submit to testing and during any follow-on meetings, actions, etc. are entitled to union representation throughout the drug testing process and any follow-on administrative actions in accordance with the FSLMRS.

2.4. Employee's with reported positive specimens will be contacted by the MRO to discuss the positive specimen and obtain additional information.

2.5. Should an employee's specimen be reported as positive for any of the drugs identified as inconsistent with federal civilian government service the cognizant management officials will be notified as well as the employee's supervisor. The employee will be referred to the Alcohol and Drug Abuse Prevention and Treatment Office (ADAPT) or the Employee Assistance Program (EAP) for substance abuse evaluation, counseling and rehabilitation as appropriate.

2.6. Employee's not terminated for testing positive on a drug test will be permitted up to one (1) hour of excused absence for each counseling session. Up to four (4) hours will be permitted during the initial assessment and referral. Absence during duty hours for subsequent rehabilitation or treatment will be charged to the appropriate leave category according to Air Force leave regulations.

2.7. Employees may request protection in accordance with the safe harbor provisions of the Federal Drug Testing Program regulations. Employees to participate in this program must have voluntarily identified themselves as a user of illegal or controlled substances prior to being identified by other means; obtain counseling and rehabilitation through the EAP; and thereafter refrain from using illegal or controlled substances. Employees participating in this program will be subject to random unannounced drug testing.

## ARTICLE 26

### CIVILIAN SIMULATOR INSTRUCTOR AND AIR TRAFFIC CONTROL

#### SECTION 1. APPLICATION

1.1. This article addresses matters applying to only Civilian Simulator Instructors (CSI) AND Air Traffic Controllers (ATC). Unless differing from this article all other provisions and articles in this Agreement apply to CSIs and ATCs.

#### SECTION 2. SCHEDULE

2.1. The normal CSI workday starts as early as 0400 and ends as late as 2300; however, this may vary depending on the season and flying schedule. Employees will work a Gliding Schedule, which requires five 8-hour days each week, 40 hours each week, and 80 hours each biweekly period, with varying arrival and departure times each workday.

2.2. The weekly flying schedule is posted on Thursday, providing instructors and controllers an indication of start and stop times for the next week. The schedule gives instructors and controllers information whether they will typically begin their shifts early morning, late morning, or in the afternoon.

#### 2.3. Scheduling

2.3.1. Scheduled start and end times for the next day are emailed to CSI by 1700 the day prior to the next workday's assigned shift. Instructors' shift beginning and ending times will typically not vary significantly from day-to-day (plus or minus 90 minutes). Major schedule changes will be minimized but may be required based on unforeseen factors such as extreme weather.

2.3.2. Air traffic controllers are normally assigned to specific shifts with specific start and end times. Nevertheless, Air traffic controllers should anticipate changes to daily or weekly work schedules as the weekly flying schedule is amended. Major schedule changes will be minimized but may be required based on unforeseen factors such as extreme weather.

2.3.3. Night differential pay is authorized consistent with law and federal regulations. Overtime will be paid consistent with 5 CFR Part 550 and the FLSA. Authorizing overtime hours will be at management's discretion

#### SECTION 3. WORK ATTIRE

3.1. Employees are expected to comply with reasonable dress and grooming standards based on Comfort, productivity, health and safety. Employee attire will be in good repair, and not considered offensive, disruptive or unsafe. Employees may purchase flight suits at their own expense through a commercial retail vendor.

#### SECTION 4. AIR TRAFFIC CONTROL OVERTIME

4.1. This Section applies only to how overtime for Air Traffic Control Specialists will be administered.

#### 4.2. Scheduled Overtime

4.2.1. Overtime rosters will be established by Specialty, (i.e., Tower and RAPCON) based on federal civil service seniority as defined in the collective bargaining agreement from the earliest federal civil service computation date for leave in date order to latest federal civil service computation date for leave.

4.2.2. Air Traffic Management will administer the overtime rosters in accordance with the terms of this Section of the Article 26, subject to review by the union.



4.2.3. Once an air traffic control has been notified by management they have been scheduled for more than two hours of overtime per occurrence their name will rotate to the bottom of the scheduled overtime roster regardless of whether the air traffic controller works or declines the scheduled overtime. Scheduled callback hold over or call-in overtime of two hours or less per occurrence will not affect an air traffic controller's standing on their respective overtime roster.

#### 4.3. Unscheduled Overtime.

4.3.1. Unscheduled overtime of more than two hours per occurrence whether worked or declined will rotate the air traffic controller's name to the bottom of their respective scheduled overtime roster.

4.3.2. Unscheduled call-in overtime will be offered or assigned by management to air traffic controllers in their respective specialties on the primary basis of operational requirements/limitations with consideration for air traffic controller personal situations.

4.3.3. Unscheduled call-in or hold over overtime either before or after a scheduled shift will normally be offered or assigned on the primary basis of operational requirements/limitations to air traffic controllers assigned to the scheduled shift with consideration for air traffic controller personal situations.

### SECTION 5. AIR TRAFFIC CONTROL RESPITE FROM POSITION CONTROL

5.1. Air traffic controllers may request and they will be provided a ten-minute respite from duty after they have completed at least two hours of uninterrupted time on control positions unless emergency situations exist.

## ARTICLE 27

### CONTRACTING OUT A-76 COMMERCIAL ACTIVITIES

#### SECTION 1. NOTICE AND PROCEDURES

1.1. If the employer decides to initiate a review to determine if work currently performed by the bargaining unit employees should be contracted out, the union shall be invited to participate in the review in accordance with OMB Circular A-76.

1.2. Prior to finalizing a decision to contract out work currently performed by bargaining unit employees, the employer will negotiate with the union to the full extent required by 5 U.S.C. Chapter 71 and this Agreement.

1.3. Nothing in this Article will prevent the union from exercising its right to bargain over any and all negotiable issues related to any contracting out decision, to the maximum extent allowable by law.

1.4. The employer will notify the union of any proposed contracting out of bargaining unit work, as defined in this Article, prior to making a final decision regarding the contracting activity. The employer will simultaneously provide the union with a copy of the draft statement of work (SOW). The union may provide written or oral comments concerning the SOW. Absent exigent circumstances the employer will not issue its request for proposals (RFP) until the expiration of thirty (30) workdays after the employer provides the union with a draft SOW.

1.5. The employer will provide the union with copies of the RFP within twenty (20) workdays of its issuance.

1.6. The employer will provide the union with any documents used in the determination of the cost of performing the work (as identified in the SOW) in-house, within fourteen (14) work days of the completion of this determination, but in no event later than the time established under 1.7., below.

1.7. No later than fourteen (14) work days after completion of the bidding process and determination of a proposed contract award by the employer, the employer will provide the union with information necessary to determine whether the proposed contracting out is the most practicable, efficient and cost effective. This information, to the extent not previously provided, will include, but not be limited to:

1.7.1 Copies of the winning bid;

1.7.2. A full cost analysis of the winning bid, and

1.7.3. Copies of contracts.

1.8. The union may also submit a request for additional information related to the contracting out action. However, such request will not toll the operation of any time limits in this article or require the employer to unduly delay a contracting action.

1.9. The union may submit written or oral comments concerning the cost determination/cost analysis data within ten (10) workdays from the date it receives this data under Section 1.4.

#### SECTION 2. CONFIDENTIALITY

2.1. The union agrees to restrict disclosure of any of the information provided above to persons involved in the fact-finding process and to execute such confidentiality agreements as may be required under the employer's acquisition procedures.

### SECTION 3. EMPLOYEE NOTIFICATION AND PLACEMENT

3.1. Where employees are selected for release from their competitive level the employer will provide a specific written notice to the employees at least 60 full days before the effective date of their release and also provide notice to the union in accordance with applicable OPM regulations and law. See 5 CFR § 351.801(a) (1). Where a reduction-in-force is the result of circumstances not reasonably foreseeable, the Office of Personnel Management may approve a reduced notice period of less than 60 days but in no case less than 30 days in accordance with applicable OPM regulations and law. See 5 CFR § 351.801(b) and (c).

3.2. When a significant number of employees will be separated from the service, the employer must provide the additional notice requirements to the employees provided for in OPM regulations. See 5 CFR § 351. Notice will also be provided to the union.

3.3. The employer will take action to minimize the impact a contracted out function has on affected employees. When employees are adversely affected by a decision to contract out, the employer will take maximum effort to place displaced employees in available positions.

## **ARTICLE 28**

### **GOVERNMENT TRAVEL CARD**

#### **SECTION 1. REQUIREMENTS**

1.1. The use of the Government Travel Card (GTC) is mandatory for employees conducting official travel on behalf of the Air Force. Members performing frequent official travel will be required to obtain a card and will use the card on all official travel for, as a minimum, airfare, lodging and rental cars. Bargaining unit members will use split disbursement to pay for these three expenditures. Bargaining unit members will make their government travel arrangements through the federal government identified travel agency.

#### **SECTION 2. LIMITATIONS**

2.1. Bargaining unit members will not use their GTC for any personal, non-travel related expenses. Bargaining unit members will be responsible for timely payment in full of all GTC outstanding expenses on their monthly statements. Delinquent employees may be subject to disciplinary actions IAW AFI 36-704 and Article 15 of this Agreement.

#### **SECTION 3. REPRESENTATION**

3.1. AFGE Local 1296 will be permitted review all GTC disciplinary actions taken against bargaining unit employees on an annual basis. Management will keep current unit Travel Card Monitors current and advise bargaining unit members they may deactivate the card once travel is completed.

## **ARTICLE 29**

### **ELECTRONIC SCANNING DEVICES**

#### **SECTION 1. USE OF ELECTRONIC SCANNING DEVICES**

1.1. The use electronic scanning devices at the gates is a component of internal security for entry onto the installation.

1.2. In cases of non-criminal denials of bargaining unit employees, Security Forces will contact the Civilian Personnel Flight (CPF) as soon as practical (or at the beginning of the next duty day if at night or on a weekend or holiday) of the denial. The CPF will in-turn review the pay status of the employee resulting in the denial of entry into their place of work. In the case of an erroneous denial, the employee will be placed in an excused absence status for the hours they would normally have worked during the period of the denial.

## ARTICLE 30

### REDUCTION IN FORCE

#### SECTION 1. OVERVIEW & DEFINITIONS

1.1. A Reduction-in-Force (RIF) will comply with 5 CFR Part 351 and Section 1597(f) of Title 10 US Code, enacted in Section 1101 of the National Defense Authorization Act for Fiscal Year 2016 (Public Law 114-92).

1.2 Reorganization means the planned elimination, addition, or redistribution of functions or duties in an organization.

1.3. Transfer of function means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected; or the movement of the competitive area in which function is performed to another commuting area.

1.4. Function means all or a clearly identifiable segment of an agency's mission including all integral parts of that mission), regardless of how it is performed.

1.5. Local commuting area means the geographic area that usually constitutes one area for employment purposes. It includes any population center (or two or more neighboring ones) and the surrounding localities in which people live and can reasonably be expected to travel back and forth daily to their usual employment.

1.6. Management will be guided by the terms and conditions enumerated in 5 CFR 351 and Section 1597(f) of Title 10 US Code, enacted in Section 1101 of the National Defense Authorization Act for Fiscal Year 2016 (Public Law 114-92) whenever it releases a competing employee from their competitive level by furlough of more than 30 days, separation, demotion or reassignment requiring displacement, when the release is required because of lack of work; shortage of funds; insufficient personnel ceiling, reorganization; the exercise of reemployment rights or restoration rights; or reclassification of an employee's position due to erosion of duties when such action will take effect after an agency has formally announced a reduction in force in the employee's competitive area and when the reduction in force will take effect within 180 days.

#### SECTION 2. RIF AVOIDANCE

2.1. To the extent practicable, not prohibited by law, and without interfering with the effectiveness and efficiency of the Agency's operations, the employer will undertake a RIF only after exhausting all other options, (attrition, furlough, restructuring, etc.).

2.2. The employer will to the extent practicable, to minimize displacement actions resulting from a RIF, search for vacancies and offer lateral vacant positions the employer determines to fill, to qualified employees who would otherwise be separated from employment or changed to lower grade.

2.3. The employer will waive at its discretion non-mandatory qualifications requirements granted under law and regulation to place employees affected by the RIF into vacant positions the employer determines to fill.

## SECTION 3. RIF NOTIFICATION

3.1. The employer will issue notice to the union concurrent with its issuance of a general RIF notice 180 days before the intended effective date of the implementation of the RIF.

3.2. The employer will notify the union of any reduction in force as far in advance as possible of when the employer notifies the affected Employees. This will normally be 60 calendar days before any employee is separated from their competitive level. The employer will provide the union the following information:

3.2.1. Specific reasons why the employer determined to conduct a RIF:

3.2.2. Competitive area in which the RIF will be conducted;

3.2.3. Competitive levels to be initially affected;

3.2.4. Number and work location of employees involved;

3.2.5. Proposed RIF effective date; and

3.2.6. All actions considered, adopted, or rejected and the reasons for the adoption or rejection before deciding to conduct a RIF.

3.3. The employer will provide updated RIF information to the union as soon as it becomes available including, but not limited to, additional positions affected, the names of affected employees, revised dates, and listings of job offers made.

3.4. If early retirement or buy-out opportunities are offered to employees prior to the issuance of a RIF notice, the employer will provide information and answer questions regarding the application process, eligibility requirements and the effects of a buyout or early retirement on severance pay, reemployment, and continued health insurance coverage.

3.5. Within five business days of when specific RIF notices are distributed, the employer will brief or counsel the affected employees to explain the RIF process. The employer will explain how RIF retention is determined, the scope of the particular reduction in force, employee placement opportunities, severance pay computations and services to employees who are designated for separation in the RIF. A representative of the employer will take employee questions and attempt to provide immediate answers.

3.6. Throughout the notification process, the union will be permitted opportunities to brief and/or meet with affected employees.

## SECTION 4. PLACEMENT AND RELOCATION FOR RIF'D EMPLOYEES

4.1. The employer will provide employees with all placement opportunities available under law and regulation.

4.1.1. The employer will notify employees of the services available under its Career Transition Assistance Plan (CTAP) and how to obtain them.

4.1.2. The employer will notify employees of the services available from other agencies under the Interagency Career Transition Assistance Plan (ICTAP) and how to obtain them.

4.2. Relocation of employees, occurring as a result of any action under the RIF, will be deemed in the best interest of the government and such employees will be provided with relocation time, reimbursement, and all other benefits provided by law, rule, regulation and/or which are within the discretion of the employer.

4.3. Employees who are not placed with the employer will receive assistance in finding employment outside the Agency, whether in another federal agency, a State or local Government, or the private sector. This assistance will include, but not be limited to:

4.3.1. Resume writing, coaching in job search and interview techniques;

4.3.2. Assistance in obtaining copies of performance evaluations;

4.3.3. Access to any inter-agency job centers; and

4.3.4. Official time to visit inter-agency job centers or attend job interviews.

## SECTION 5. SEVERANCE PAY AND UNEMPLOYMENT INSURANCE

5.1. The employer will notify separated employees in a RIF of their rights to receive severance pay under law and regulation. Those eligible to receive severance pay will get an estimate of the amount of severance pay that they will receive, and information on how these payments will be made.

5.2. The employer may arrange to have representatives of the Unemployment Insurance Agencies from the states in which employees would file claims come to the Agency and make presentations regarding benefits, eligibility requirements, and application procedures.



## ARTICLE 31

### HAZARD DIFFERENTIAL PAY

#### SECTION 1. OVERVIEW

1.1. Eligibility for hazardous differential pay for General Schedule (GS) employees will be provided for employee's involved in work having unusual physical hardships or hazards consistent with 5 CFR Subpart I with Appendix.

1.2. Eligibility for hazardous differential pay for Federal Wage System (FWS) will be provided for employee's who are exposed to a hazard, physical hardship or working condition of an unusually severe nature consistent with 5 CFR Subpart I with Appendix.

#### SECTION 2. POSITION IDENTIFICATION

2.1 When either of the parties believe a position may warrant hazard differential pay coverage under applicable laws and regulations they will provide the Civilian Personnel Flight (CPF) in a written request bearing the position (s), title, organization and clearly demonstrate the nature of the hazard or environmental condition of the exposure.

2.2. The CPF will prepare and forward requests for consideration to the appropriate Air Force Personnel Center for adjudication.

2.3. Either party may request a position review be submitted to the Air Force Personnel Center IAW Article 12 of this Agreement.

2.4. Both Parties recognize hazard differential pay is typically authorized when the hazardous duty or physical hardship has not been taken into account in the classification of the position (i.e., the knowledge, skills, and abilities required to perform the duty have not been considered in the classification of the position).

2.5. The employer may only authorize payment of hazard differential pay if the hazardous duty or physical hardship is not accounted for in the classification of the current position. Hazardous differential pay may be authorized where the actual circumstances of the specific hazard or physical hardship have changed from that previously considered and described in the current position description; require material different knowledge, skills, and abilities; the employer and the employee cannot control the hazard or physical hardship; are described in the new position description; thus, the risk is not reduced to a less than significant level.

#### SECTION 3. ESTABLISHING ADDITIONAL CATEGORIES

3.1. When either party believes an additional hazard differential pay categories to Appendix J of the FWS Operating Manual or Appendix A of 5 CFR Part 550, Subpart I, may be necessary they will notify the other party in writing of the requested changes to include supporting information.

3.2. The CPF will prepare and forward requests for consideration to the appropriate Air Force Personnel Center for consideration.

#### SECTION 4. TERMINATION OF HAZARD DIFFERENTIAL PAY

4.1. The employer will inform the union in writing in advance when changing the pay of employees affected by a determination that position (s) lose entitlement to hazard differential pay..

**ARTICLE 32**  
**UPWARD MOBILITY**

**SECTION 1. PROGRAMS**

1.1. The Air Force offers a wide array of programs available to employees to advance their careers, education, knowledge and skills. The following is an informational summary of the programs and conveys no obligation on the Air Force's behalf regarding the continuance or availability of the programs or an individual employee's acceptance in or to receive approval for the programs.

1.2. Employees must volunteer for consideration to participate in Upward Mobility Programs and obtain employer selection and approval.

1.3. Civilian Tuition Assistance (CTAP)

1.3.1. Permits employee reimbursement for associate, bachelor and master degree course work at accredited colleges and universities.

1.3.2. All full time appropriated fund general and wage schedule employees are eligible consistent with Air Force policy and regulations.

1.3.3. Limited to one course per grading period consistent with Air Force policy and regulations.

1.3.4. Limited to an employee's first associate, first bachelor and first master degree consistent with Air Force policy and regulations.

1.3.5. Required Documentation:

Standard Form 182  
Tuition Assistance Agreement  
Course Description  
Tuition Cost Per Credit Hour

1.3.6. Packages should be submitted to [afpc.forcesupport.cft@us.af.mil](mailto:afpc.forcesupport.cft@us.af.mil).

1.3.7. Documents maybe found at <https://cs.eis.af.mil/sites/10356/default.aspx>

**SECTION 2. CIVILIAN DEVELOPMENTAL EDUCATION (CDE)**

2.1. CDE provides developmental education programs and leadership opportunities across a wide range of Air Force operations and missions. The Air Force initiates application calls during March of the calendar prior to attendance dates, but may be subject to scheduling changes. Applications are processed through the myPers Civilian Force Development website, <https://mypers.af.mil/app/categories/p/1%2c2/c/549>

2.2. CDE provides three program levels. All program offerings may be subject to change.

2.2.1. Basic Developmental Education (BDE) provides these program opportunities:

2.2.2. Civilian Associate's Degree Program (CADP) open to all general and wage schedule graded employees.

2.2.3. Developing Team Leader Course (DTLC) open to GS-07 through GS-13 graded employees.

2.2.4. Squadron Officer School (SOS) open to GS-09 through GS-12 graded employees.

2.2.5. Defense Civilian Emerging Leader Program (DCELP) open to GS-07 through GS-11 graded employees.

2.2.6. Education with Industry (EWI) open to GS-11 through GS-13 graded employees.

2.3. Intermediate Developmental Education (IDE) provides these program opportunities for GS-12 and GS-13 graded employees:

2.3.1. Air Command and Staff College (ACSC) In Residence

2.3.2. Air Command and Staff College Online Master's Program (ACSC-OLMP)

2.3.3. Executive Leadership Development Program

2.3.4. Air Force Legislative Fellows (LEGIS)

2.3.5. Air Force National Laboratories Technical Fellowship (AF-NLTFF)

2.3.6. Master's Degree

2.3.7. Air Force Institute of Technology (AFIT)

2.3.8. Harvard JFK School of Government

2.3.9. Public Policy Program, Princeton Woodrow Wilson School of Public and International Affairs

2.3.10 Organizational Leadership Course (OLC)

2.4. Senior Developmental Education provides these program opportunities for GS-14 and GS-15 graded employees:

2.4.1. Air War College (AWC) in Residence

2.4.2. National War College (NWC)

2.4.3. Dwight D. Eisenhower School for National Security & Resource Strategy (ES)

2.4.4. Dwight D. Eisenhower School for National Security & Resource Strategy (ES) Senior Acquisition Course (SAC)

2.4.5. Information Resources Management College (IRMC) Cyberspace Strategies

2.4.6. Defense Senior Leadership Development Program (DSLDP)

2.4.7. Rand Fellowship Program

2.4.8. Air Force National Laboratories Technical Fellowship Program (AF-NLTFF)

2.4.9. Excellence in Government (EIG)

2.4.10. Master's Degree

2.4.11. Air Force Institute of Technology (AFIT)

2.4.12. Alfred P. Sloan Fellows, MIT Sloan School of Management

2.4.13. Harvard JFK School of Government

2.4.14. Public Policy Program, Princeton Woodrow Wilson School of Public and International Affairs

2.4.15. Stanford Sloan Program, Stanford Graduate School of Business

2.4.16. Civilian Leadership Course

2.4.17. Enterprise Leadership Seminar (ELS)

2.4.18. Enterprise Perspective Seminar (EPS)

2.4.19. Leadership Development Program (LDP)

2.4.20. National and International Security Leadership Seminar (NISLS)

2.5. Program requirements

2.5.1. Bachelor's degree except for DCELP, DTLC, the Civilian Associates Degree Program within BDE and OLC within IDE.

2.5.2. Some programs may require a master's degree, check program requirements.

2.5.3. Two years of federal civil service.

2.5.4. Programs require a continue service (CSA) and Mobility agreements from one to five years depending on the program.

2.6. Application Materials

2.6.1. AF Form 4059

2.6.2. Resume

2.6.3. Transcripts and graduate entrance examination scores (Academic Programs) within last five years.

2.6.4. Master's degree application form based on program requirements

2.6.5. Letter of Acceptance, if applying to AFIT program.

2.6.6. Signed mobility agreement for the following programs: AFIT, LEGIS, NDU and DSLDP

2.6.7. Signed waiver requires if applicable

2.6.8. Other requirements may apply to specific programs please review program information when applying.

2.7. When an employee selected for an Upward Mobility position fails to successfully meet their performance standards and technical responsibilities the employer will make every reasonable effort to place the employee in a position that is at the employees former grade and pay that they otherwise qualify for.

## **ARTICLE 33**

### **OFFICIAL RECORDS**

#### **SECTION 1. OFFICIAL PERSONNEL RECORDS**

1.1. 5 CFR Part 293, Personnel Records will control the creation, maintenance, use and destruction of employee official personnel records.

1.2. Each employee and/or the employee's representative who has been designated in writing will, upon written request, be granted access to their Official Personnel File (OPF) containing personnel records pertaining to the employee. Employees have access to their Official Personnel File (OPF) containing all official personnel documents through EOPF, which permits printing and saving documents.

1.3. Any record, which is not available to the employee, or his or her representative who has been designated in writing for inspection and review will not be made available to any unauthorized person(s) for inspection, review, or duplication. Such information will be made available to authorized persons only for official use as provided for in the Privacy Act of 1974.

#### **SECTION 2. SUPERVISOR'S EMPLOYEE BRIEF AF-971**

2.1. AF-971 is an Air Force approved file containing employee records to include but not limited to performance, attendance and counseling documents and records. AF-971 is maintained in accordance with Air Force regulation AFI-36-106 and the Privacy Act of 1974. The employer will purge AF-971 records in accordance with OPM and AF record retention regulations except as provided for in Section 3.

2.2. Any material the employer intends to place in the AF-971 must be shown to the employee prior to placement in the file, and the employee will be provided an opportunity to copy such material at his request for his or her own records.

#### **SECTION 3: SUPERVISORY NOTES**

3.1. Supervisors may make and maintain notes on employee is used solely as "memory joggers" not to be disseminated and to remain in the possession of the originator. The employer will show the employee any memory jogger to the employee within fifteen calendar days or as soon as practicable after the notation is made. The employer will maintain these notes until the end of the performance management-rating period and then destroy the notes.

## **ARTICLE 34**

### **PUBLICATION AND DISTRIBUTION**

#### **SECTION 1. PUBLICATION**

1.1. Copies of the Agreement will be published (printed and e-published) by the employer at no cost to the union and bargaining unit employees sufficient that all bargaining unit employee will have access to the content of the Agreement.

#### **SECTION 2. PRINTING OF THE AGREEMENT**

2.1. The Agreement will be printed or copied on an 8 ½" X 11" format.

2.2. The employer will e-publish the Agreement on the employer's electronic systems permitting bargaining unit employees issued employer provided electronic technology access to the Agreement.

2.3. The Agreement will be printed and published as soon as practical after approval by Agency Head review. The employer will make every reasonable effort to print and publish the Agreement within 90 calendar days of Agency Head approval.

#### **SECTION 3. DISTRIBUTION**

3.1. The employer will print and will make available five hundred (500) printed copies of the Agreement to the Union and print sufficient copies for the union to provide a printed copy to each new bargaining unit employee. The union will distribute the Agreement to each current and new bargaining unit employee or an employee may elect to receive an e-published copy of the Agreement. The employer and the union will make available e-published replacement copies at bargaining unit employee request.

## **ARTICLE 35**

### **DRESS AND APPEARANCE**

#### **SECTION 1. PROFESSIONAL IMAGE**

1.1. Employee dress and appearance will be consistent with the requirements outlined in Civilian Conduct and Responsibility AFI36-703, February 2014.

1.2. The dress code provisions of this regulation are subject to the terms and conditions of the Religious Freedom Restoration Act of 1993, 42 USC § 2000.

## ARTICLE 36

### DURATION AND EXTENT OF AGREEMENT

#### SECTION 1. EFFECTIVE DATE AND TERM

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

1.2. The Agreement will remain in effect for four (4) years from the date of signatures by both parties.

1.3. The Agreement will be renewed for an additional four (4) year period on each fourth anniversary date thereafter unless between one hundred twenty (120) and sixty (60) calendar days prior to each fourth anniversary date either party provides written notice to the other of its desire to amend or modify the Agreement. When notice is given, the Agreement will remain in full force and effect until the changes are negotiated and approved.

1.4. Should the Agency Head disapprove an article or a section of an article the remainder of the Agreement will become effective on the date the Agency Head approves the remainder of the Agreement or on the 31 day following the execution of the Agreement.

#### SECTION 2. AMENDMENTS AND SUPPLEMENTS

2.1. The Agreement may be supplemented as follows:

2.1.1. The parties may augment this Agreement by entering into MOAs, MOUs or similar supplements as long as the supplements are not contradictory or conflict with the provisions of this Agreement.

2.1.2. Within a reasonable time after the enactment of any new law or regulation of appropriate authority affecting the provisions of this Agreement. A proposal by either party to negotiate such supplements will cite the pertinent law or regulation and the article(s) of this Agreement that may be affected. When such a proposal is submitted, representatives of the employer and the union will meet within fifteen (15) calendar days to negotiate the requested r supplements.

2.2. The Agreement may be amended as follows:

2.2.1. After the second and the six anniversary, date if the Agreement is extended for eight years, either party may request to open no more than five articles for negotiation. The parties will enter into negotiations within sixty (60) calendar days using provisions in the Agency Head approved Ground Rules Agreement.

2.3. Amendments and supplemental agreements will be subject to Agency Head Review in accordance with 5 U.S.C. § 7114(c), and are effective on the date approved by the Agency head if approval is within 30 days following execution of the amendment or supplemental agreement; or, on the 31st day following execution of the amendment or supplemental agreement if neither approved or disapproved by the Agency Head in accordance 5 U.S.C. § 7114(c).



## **NAF ARTICLES**

### **ARTICLE 1**

#### **RECOGNITION AND UNIT COVERAGE**

##### **SECTION 1. RECOGNITION**

1.1. The Employer recognizes the Union is the exclusive representative of the Employees in the Unit described in Section 2 below.

1.2. The Union recognizes it represents the interests of all bargaining unit employees without discrimination and without regard to Union membership with respect to personnel policies and conditions of employment subject to the express limitations set forth elsewhere in this Agreement.

## **ARTICLE 2**

### **DEFINITIONS**

#### **SECTION 1. DEFINITIONS:**

**1.1.** The definitions of terms used in this Agreement will be those in common usage in federal human resource management and labor relations unless otherwise defined in the pertinent provision of this agreement or consistent with Federal Service Labor Management Relations Statute, 5 USC 71.

## **ARTICLE 3**

### **LABOR CONTRACT AUTHORITY**

#### **SECTION 1. LAWS AND REGULATIONS**

1.1. The administration of all matters covered by this Agreement, are governed by:

1.1.1. Existing or future federal laws, executive orders, statutes, government-wide regulations and agency rules, regulations, and instructions subject to a compelling need determination.

#### **SECTION 2. CONTRACTUAL OBLIGATION**

2.1. Where changes in federal laws and regulations conflict with the terms of this Agreement the parties will renegotiate those provisions of the Agreement affected by the changes under the procedures specified in the applicable provisions of this Agreement.

#### **SECTION 3. IMPASSE**

3.1. In the event the parties cannot reach agreement regarding the proposed contract modifications implementing changes to law or regulation and either party declares an impasse, the parties will resolve the impasse utilizing the procedures outlined in 5 USC Section 7119 of the FSLMRS.

#### **SECTION 4. CONFLICTS WITH AGREEMENT**

4.1. Where Department of Defense (DoD) and US Air Force policies, regulations, and instructions conflict with this Agreement, the current terms of the Agreement will govern unless the parties renegotiate changes to the Agreement.

## **ARTICLE 4**

### **PARTIES RIGHTS**

#### **SECTION 1. RIGHTS RETAINED**

1.1. The Employer retains the right and authority:

1.1.1. To determine the mission, budget, organization, number of Employees and internal security practices of the Agency.

1.1.2. In accordance with applicable laws and subject to 7106(B) of FSLMRS:

1.1.2.2. To assign work, to make determinations with respect to contracting out, and to detuning the personnel by which the employer's operations shall be conducted:

1.1.2.3. With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source

1.2. To take whatever actions may be necessary to carry out the agency mission during emergencies.

1.3. Nothing in this section shall preclude the Agency and the Union from negotiating:

1.3.1. At the election of the Agency, on the numbers, types and grades of Employees or positions assigned to any organizational subdivision, work project or tour of duty, or on technology, methods and means of performing work;

1.3.2. Procedures, which management officials of the Agency will observe in exercising any authority under this section.

1.3.3. Appropriate arrangements for Employees adversely affected by the exercise of any authority under this section by such management officials.

#### **SECTION 2. FUTURE AGREEMENTS**

**2.1.** The requirements of this article will apply to all supplemental, implementing, subsidiary or agreements between the Employer and the Union.

**ARTICLE 5**  
**EMPLOYEE RIGHTS**

**SECTION 1. UNION MEMBERSHIP**

- 1.1. Employees in the unit have the right to form, join and assist an employee organization, freely without fear of penalty or reprisal or to refrain from such activity.
- 1.2. This Agreement permits any employee, regardless bargaining unit 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 his or her own representative in a statutory appeal action.
- 1.3 The employer will not discipline or otherwise discriminate against any employee for filing a complaint or giving testimony under the Federal Service Labor Management Relations Statute, (FSLMRS), (5 USC, Chapter 7116) this Agreement's grievance procedure or other available redress procedures

**SECTION 2. INFORMING EMPLOYEES**

- 2.1. The employer will provide upon appropriate request pertinent information in accordance with the applicable provisions of the applicable statutory provisions of the FSLMRS.
- 2.2. The employer will consistent with law and regulation inform employees of their rights and obligations, as prescribed in the FSLMRS.

**SECTION 3. ACCOUNTABILITY**

- 3.1. Employees are accountable for compliance with the standards of conduct for federal employees. Within this context, the employer affirms the right of an employee to conduct his or her private life as he or she deems fit, unless the employees activities interferes or conflicts with the performance of their official duties, federal law, rule or regulation.
- 3.2. Employees have the right to engage in outside activities of their own choosing without reporting such activities to their employer, except as required by law rule or applicable regulation.
- 3.3. The Employer will not in any manner require employees to invest their money nor donate to charity.
- 3.4. The employer will not require employees to participate in any activity not related to the official function of the Agency.
- 3.5. Employees will promptly pay all just financial obligations. A just obligation is one where the employee acknowledges the obligation or one for which a court of competent jurisdiction has issued a judgment against the employee.

**SECTION 4. NONDISCRIMINATION**

- 4.1. The employer or the union will not discriminate against an employee on the basis of their race, color, creed, religion, sex, national origin, age, marital status, physical handicap, sexual identify, genetic information or lawful political affiliation.

**SECTION 5. RIGHT TO REPRESENTATION**

- 5.1 Employees have a right to representation and assistance of the union in accordance with applicable provisions of this Agreement.
- 5.2. Employees may contact and meet privately with a union representative during duty hours for representational matters after obtaining supervisory approval for their absence from their duty site.

5.3. Employees may be released from duties to meet with a union representative subject to mission requirements. Should management not be able to release the employee at the requested time the supervisor will give the employee notice within 24 hours when they may be released.

5.4. If a bargaining unit member requests union representation the bargaining unit member will be provided a reasonable amount of time to obtain a representative before proceeding with the interview. The union will promptly designate its representative and make a reasonable effort to avoid delay. Once a bargaining unit member has requested union representation the employer will not question the bargaining unit member regarding the matter absent the presence of a union representative unless the bargaining unit member affirmatively waives his right to union representation.

5.5. The employer will notify the union of any disciplinary or adverse actions against bargaining unit members to include the charges and penalty consistent with the terms and conditions of the Privacy Act, 5 USC 552a.

## SECTION 6. SEARCH OF PERSONAL STORAGE AREAS

6.1. Management inspections and searches of personal storage areas will normally be conducted in the presence of the employee who is utilizing the personal storage area. The Employee may also request a union representative be present during the inspection. Exceptions include the absence of the employee or investigations conducted by AFOSI or other non- agency law enforcement agencies.

6.2. When circumstances prevent the employer from notifying the employee in advance, the employer will provide the employee and their union representative if one is requested general information regarding the circumstances of inspection or search when the information is available for release by the appropriate authorities, if the information is permitted for release by law.

## SECTION 7. NON-WORK SPACE

7.1. The employer will provide employee facilities or space for use as meal and break areas within reasonable distance to the work area. Where possible break areas will be located away from customers, clients, and other non-employees. In rare cases in which it is not feasible to provide onsite space for meals or break periods, the Employer will work with the Union to identify locations where employees can spend these non-work periods. Employees using break areas will be mutually responsible for keeping break areas clean.

7.2. Management will designate central break areas in bargaining unit occupied facilities. The Employer will provide replacement refrigerators, microwaves and commercial coffee makers for central break areas consistent with federal regulation and law. Management will only replace unserviceable refrigerators, microwaves and commercial coffee makers for central break. Management's replacement obligation will not exceed two refrigerators, two microwaves and two commercial coffee makers per year. However, Management based on funding availability may replace or repair existing equipment.

## SECTION 8. OFFICIAL RECORDS AND FILES

8.1. No personnel record may be collected, maintained or retained except in accordance with federal law and government-wide regulation.

8.2 Appropriated fund (APF) official personnel records (OPF) are maintained by the Office of Personnel Management (OPM) in electronic form in EOPF. Non-appropriated fund (NAF) OPFs are maintained in paper form in the NAF Human Resources Office. Management access to an employee's OPF is under the routine business use exception to the FOIA/Privacy Act. Supervisors maintain a local employee record, Supervisor Employee Work Folder (SEWF) AF Form 971 at their duty location.

8.3. Employees may spend a reasonable amount of on-duty time to review their personnel records. APF employees may access their Official Personnel Folder (EOPF) online. NAF employees may contact the NAF Human Resources Office to review their OPF.

8.4. Personnel records will be made available to the employee upon request, or to the employee's representative if authorized by the employee in writing, except for those matters prohibited by applicable law and regulation. The Official Personnel File where maintained by the Human Resources Office cannot be removed from the human resources system by the employee or the employee's representative and must be reviewed in the presence of a member of the human resources office.

8.5. Employees may request to review their Supervisor Employee Work Folder (SEWF) AF Form 971 through their supervisor. When an employee wishes to review his/her SEWF or make a copy of anything contained therein, they will do so in the presence of their supervisor. Employees' Union representatives may not view or obtain copies of an employee's SEWF without providing the employee's supervisor with the written permission of the employee.

8.6. Employees and their authorized representatives have the right, on duty time, to prepare and submit any response or statements they wish to make regarding the contents of their OPF or SEWF or to add additional appropriate information or documents that are relevant, work related and do not violate law or government-wide rule or regulation.

8.7. No derogatory material of any nature, which might reflect adversely upon the employee's character or career, will be placed in any official personnel file, written or electronically maintained without the employee's knowledge.

8.8. The employer agrees to prevent unauthorized access of employees' records. Protecting the privacy of employees will be first and foremost. Any unauthorized access will be immediately reported to the employee.

**NO NAF ARTICLE 6**



## **ARTICLE 7**

### **UNION RIGHTS AND REPRESENTATION**

#### **SECTION 1. RECOGNITION**

1.1 The employer recognizes the union as the exclusive representative of the bargaining unit employees and has the right to represent these employees in the unit during negotiations and joint meetings with the employer regarding matters affecting bargaining unit employees' conditions of employment.

1.2. The employer recognizes the elected local officers, officials and representatives designated by the union. The union will provide employer with a current written list of union officers and representatives. The union may post the list of local officers and stewards on official bulletin boards.

1.3. The employer recognizes representatives of the AFGE National Office may represent the bargaining unit and will visit the Base from time to time. The union will provide notice to the employer of visits to the Base of AFGE National Office representatives consistent with current DOD and AF security requirements.

#### **SECTION 2. REPRESENTATION AT MANAGEMENT MEETINGS**

2.1. The employer agrees to negotiate with the union regarding implementation of any new policy or change in policy affecting the bargaining unit members' conditions of employment promulgated by the employer.

2.2. The union has a right to present its views on new policy, changes in existing policy and to be present at management initiated discussions or meetings pertaining to policy changes or any other matters affecting the working conditions of the bargaining unit.

2.2.1. Once the union has presented its views to management, the parties should meet to discuss the union's expressed views and proposals.

2.2.2. Management has the right to accept or reject the union's views and proposals. Management will meet with the union regarding the implementation of any proposals advanced by the union which management has agreed. Where management rejects union proposals management will provide the union its reasons for rejection.

2.2.3. The union has twenty (20) calendar days to seek reconsideration of its views and proposals or to seek redress through the appropriate forum.

2.2.4. Representation will initially occur at the lowest level management official and union official having responsibility and authority to act. If either party at the initial contact determines resolution is outside its jurisdiction or authority, they will refer the matter to the next higher level or the appropriate authority.

#### **SECTION 3. REPRESENTATION AT DISCUSSIONS WITH CIVILIAN PERSONNEL**

3.2. The following procedures will apply to meetings with the Civilian Personnel Section and Labor Relations Officer:

3.2.1. The meetings may occur on an ad hoc basis at a mutually agreed time and before implementation of any policy or act affecting the bargaining unit employees' conditions of employment.

3.2.2. The meetings are an integral step in resolving matters concerning bargaining unit members' working conditions, including grievances, appeals and Unfair Labor Practices, administration of the Agreement or the implementation of a change in policy.

3.2.3. The employer and the union will each designate representatives who will participate in these joint meetings.

3.2.4. Either party will normally provide specific item(s) for discussion in advance of the meeting, although items not submitted may be discussed.

3.2.5. The parties will document by memorandum or e-mail a summary of discussions and resolutions/actions agreed.

3.2.6. Meetings will be conducted during regular duty hours. Union officials will be authorized official time and the meeting times will not result in overtime or changes of tours of duty.

3.2.7. Emergency meetings will be arranged at the convenience of both parties as soon as practical after a request by either party. The requests will provide the subject matter for discussion.

3.3. Nothing in this article is intended to conflict with the negotiated grievance procedure. Union-management meetings will not nullify or abrogate union's right to negotiate implementation of new or changes to agency policy.

3.4. Implementation of new or challenged policy that cannot be readily agreed to may be submitted for negotiation in accordance with negotiation procedures established in this Agreement.

#### SECTION 4. REPRESENTATION AT FORMAL DISCUSSIONS

4.1. The union as the exclusive representative of the bargaining unit members have the representational rights regarding formal discussion and grievance described in the FSLMRS, Sections 7114.

4.2 Management will notify the union before formal discussions are held. The union will be provided a reasonable amount of time to provide a representative to be present at formal discussions. Representatives will be permitted to present the views of the union during the discussions.

4.3. Either party may request to discuss informally, concerns in the application of this Agreement to avoid misunderstandings and to deter complaints.

#### SECTION 5. STEWARDSHIP

5.1. Union representatives may receive, investigate, prepare and represent employee complaints, grievances or appeals concerning bargaining unit members' conditions of employment during duty hours. The parties will discuss informally, items of concern in the application of this Agreement to avoid misunderstandings and to deter complaints from either party.

#### SECTION 6. AUTHORIZED OFFICIAL TIME

6.1 Union representatives will use official time judiciously and for representational duties in accordance this article and 5 USC Section 7131, unless otherwise agreed to by the parties.

6.2 The local union president may use sixty percent (60%) of their pay period work hours to perform representational duties. Should the union president require additional official time for a specific activity a request may be made to the employer. A block of 5500 hours of official time will be distributed at the discretion of the union amongst the total of ten (10) agreed to union representatives. Additionally, the union treasurer will be permitted to use an additional four (4) hours per pay period of official to prepare Department of Labor and IRS required documents and reports.

6.3. Official time will be granted for activities permitted by law and identified in this agreement. Examples of official time are: negotiations over conditions of employment, handling bargaining unit member grievances and complaints, FLRA and third party hearings, observing grievances and appeal proceedings of bargaining unit members where the union is not the designated representative and participating when invited to management meetings and forums.

6.4. Union representatives will coordinate requests for official time to perform representational duties with management in advance. Whenever mission requirements preclude union representatives from release to perform representational duties, management will provide the representative in writing the reason for the delay and rescheduling of the official time. If postponement results in the delayed processing of a grievance or similar representational responsibilities, the time period to process the grievance will be extended.

6.5. All official time utilized will be timely annotated by union representatives biweekly in the ATAAPS and SETS.

## SECTION 7. INTERNAL UNION BUSINESS

7.1. Internal union business, such as attending the monthly union meetings, posting or distributing union literature, soliciting membership, collecting dues and electing officers will be conducted during the non-duty hours of the employees involved. Upon request, the employer will provide the union with tables, bulletin boards and easels, if available, for use.

## SECTION 8. RESTRAINT

There will be no restraint, coercion or discrimination against any union official because of the performance of duties in consonance with this Agreement or against any employee for filing a complaint or acting as a witness consistent with 5 USC Chapter 71, this agreement, or applicable regulations and instructions.

## ARTICLE 8

### CONSULTATION AND NEGOTIATION

#### SECTION 1. CONSULTATION

1.1. Consultation is any dialogue, either oral or written, between the parties on a specific issue(s). Consultation provides the union an opportunity to express its views and provide comments regarding the proposed implementation of changes to personnel policies, practices and matters affecting working conditions of bargaining unit members' conditions of employment and to permit the employer to consider such views and comments prior to implementing those changes.

1.2. Negotiations is any meeting between the parties with the intent of developing a mutually acceptable compromise on personnel policies and procedures relating to the working conditions of bargaining unit members. The parties will conduct negotiations and other dealings with professionalism, in good faith, that further the public interest.

1.3. The employer will before implementation provide the union in writing with new or changes to existing personnel policy, practices, or matters affecting the conditions of employment of bargaining unit members. Within ten (10) workdays after the discussion or the union's receipt of the employer's proposed changes, the union will furnish the employer its written views and comments, identify any changes or additions and reasons for the union's proposed changes or additions concerning the proposal.

1.4. Personnel policies and practices effecting working conditions of bargaining unit members will not be changed by the employer, at either the national or local level without the employer notifying the union of the proposed change and permitting the union to request negotiations. Once negotiations are requested, any changes subject to bargaining will be held in abeyance pending the outcome of negotiations unless otherwise agreed to by the parties.

1.5. All employer policies and regulations properly effected and not in conflict with this agreement remain in effect.

#### SECTION 2. NEGOTIATIONS

2.1. Subjects appropriate for negotiation between the parties are personnel policies, practices and other matters relating to or affecting the conditions of employment of bargaining union members.

2.2. In addition to negotiating personnel policies and practices, the parties agree to make every reasonable effort to resolve all differences that arise between them in connection with the administration of this agreement. Negotiated changes to policies or memorandums of agreement entered into by the parties will be signed by the designated union representative and the designated employer representative.

#### SECTION 3. MID-TERM NEGOTIATION PROCEDURES

3.1. The parties may initiate mid-term bargaining by proposing changes to conditions of employment of bargaining unit members to the extent permitted by law provided that the changes do not relate to matters addressed in this agreement and further provided the changes do not relate to matters over which either party has waived its right to bargain during the negotiations of this agreement.

3.2. The parties will be limited to two (2) articles per year as long as the agreement remains in effect. Requests will be served on the union or the employer in writing. The requests will state the specific subject matter to be considered and included written proposals.

3.3. After a mutually agreed on date and time, the parties will exchange the names of their negotiating team and each party may designate a chief negotiator or alternate chief negotiator in writing. Team membership will be limited to four (4) members per negotiating team no later than five (5) calendar days before the negotiations are scheduled to begin.

3.4. Negotiations will take place during regular duty hours and be conducted on official time in accordance with 5 USC 7131 (a).

3.5. Mid-term contract changes to articles of this agreement will be signed by the appropriate union and management officials in accordance with 5 USC 7114, ratified by the union, forwarded to DCPAS for agency head review and deemed final after approval by DCPAS or the tolling of thirty (30) calendar days which occurs first.

3.6. The parties will set aside matters they cannot agree on. After all items, the parties have agreed to have been disposed of; the parties will again attempt to resolve any items they set aside. Either or both parties may seek the services of the Federal Mediation and Conciliation Service (FMCS). When the services of FMCS fail to resolve the disagreement either party may seek the services of the Federal Service Impasse Panel (FSIP).

3.7. Where the employer alleges a matter is non-negotiable, the parties will follow the procedures outlined in Section 2424 of the Federal Labor Relations Authority.

## ARTICLE 9

### NEGOTIATED GRIEVANCE PROCEDURE

#### SECTION 1. COMMON GOAL

1.1. The employer and the union recognize the importance of settling disagreements promptly, fairly and in an orderly manner that maintains the self-respect of the employee and is consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision.

#### SECTION 2. SCOPE

2.1. The negotiated grievance procedure will be fair and simple and provide for expeditiously processing of matters of concern regarding the interpretation, application or violation of law, regulations, and conditions of employment. 5 USC 7121 governs the grievance procedures.

2.2. The negotiated grievance procedures do not apply to subjects excluded under 5 USC 7121:

2.2.1. Violations of Subchapter III of chapter 73 (5 USC 7321);

2.2.2. Retirement, life insurance or health insurance

2.2.3. A suspension or removal for national security;

2.2.4. Any examination, certification or appointment;

2.2.5. Classification of a position, which does not result in the reduction in grade or pay of the employee.

2.3. The negotiated grievance procedures do not apply to subjects below excluded by operation of law:

2.3.1. Separation of probationary employees for reasons other than political affiliation or marital status discrimination or procedural error.

2.3.2. Limited to the non-selection for promotion from a group of properly ranked and certified candidates, (if not properly ranked or certified, a grievance may be filed);

2.3.3. The employer's decision to contract-out (A76) a particular function or organization. Procedures distinct from the decision may be grieved.

2.3.4. A preliminary warning, counseling, or proposal of an action, which, if effected, are covered under this procedure or under a statutory appeal procedure.

2.3.5. Allegations of prohibited personnel practices defined by law at 5 USC 2302(b), protection of whistleblowers, and certain other illegal employment practices under titles 5 of the U.S. Code, and the interpretation and enforcement of Hatch Act provisions on political activity in chapters 15 and 73 of title 5 of the U.S. Code may be filed under the grievance process or with the Office of Special Counsel (OSC) but not both.

#### SECTION 3. APPLICATION

3.1. The union, an employee, group of employees or the employer, may initiate a grievance.

3.2. Only, the union or a representative approved by the union may represent employees in grievances.

3.3. Any employee or group of employees may present a grievance and have it adjusted without representation by the union provided the local shall be a party to all discussions and the grievance processes. (Reference Public law 95-454, Title 7, 5 USC Section 7114.).

3.4. In exercising their rights to present a grievance, employee representatives will be unimpeded and free from restraint, coercion, discrimination or reprisal.

3.5. The union has the right to be present during any proceeding under the negotiated grievance procedure. If the union is not the designated representative, a copy of the grievance is provided to the union within five (5) workdays of the filing date. The employer will provide the union reasonable advance notice of any meeting held under the negotiated grievance process when the union is not the designated representative. A copy of each grievance decision will be provided in a timely manner to the union.

#### SECTION 4. STEP ONE GRIEVANCES

4.2. The first step grievance will be filed by the grievant and representative if the grievant elects to have a representative through the Labor Relations Officer with the immediate supervisory level or the lowest level management official with authority to render a decision.

4.2. Adverse action grievances will be filed initially at the third step of the grievance process, disciplinary grievances (admonishments, reprimands and suspensions of 14 calendar days or less) will be filed at the second step in the grievance process and all other grievances will be filed at the first step of the grievance process.

4.3. The first step grievance will be in writing and filed no later than twenty (20) workdays from date of the incident-giving rise to the grievance, unless the grievant could not reasonably be expected to be aware of the incident by such time. In that case, the grievance will be filed no later than twenty (20) work days of the date the grievant became aware or should have become aware of the incident giving rise to the grievance.

4.4. The first step grievance will include an explanation of the issue grieved, to include explanatory information delineating who, what, where, when and why as appropriate. The grievance should cite the regulation, law and or contract provision at issue if known and include the remedy requested. When an individual files a grievance will include the employees, name, organization, duty phone number and email address. Where a union representative is involved the grievance will contain the name of the union representative and his duty phone number and email address. The grievance may include supporting documentation or information.

4.5. Management will issue a written decision to the grievant no later than twenty (20) workdays after presentation of the grievance. Management's failure to meet this deadline will enable the union or employee to proceed with a second step grievance.

#### SECTION 5. STEP TWO GRIEVANCES

5.1. The second step grievance will be filed by the grievant and their representative if the grievant elects to have a representative through the Labor Relations Officer at he the grievant's squadron commander level who may issue the grievance decision or may direct a designee to issue the grievance decision.

5.2. The second step grievance will be in writing and filed no later than fifteen (15) work days of receipt of management's step-one grievance decision or if there is not response from the employer within fifteen work days the employee/union may proceed to the third step. The step-one grievance and the step one-grievance decision will be attached to the step-two grievance. Disciplinary action grievances will be filed within twenty (20) workdays from the issuance of the disciplinary decision memorandum and include the deciding official's decision memorandum, and any rebuttal and supporting documents that were not previously submitted to the employer during the adverse action process.

5.3. Management will issue a written decision to the grievant no later than fifteen (15) workdays after presentation of the grievance. Management's failure to meet this deadline will permit the union or employee to proceed with a third step grievance.

## SECTION 6. THIRD STEP GRIEVANCES

6.1 The third step grievance will be filed by the grievant and their representative if the grievant elects to have a representative through the Labor Relations Officer at the grievant's group commander level who may issue the grievance decision or may direct a designee to issue the grievance decision.

6.2. The third step grievance will be in writing and filed no later than fifteen (15) workdays of receipt of management's step-one grievance decision or fifteen workdays after the second step grievance decision should have been received by the grievant. The step-one grievance, step two grievance, the step one-grievance and step two decision will be attached to the step-three grievance. Adverse action grievances will be filed within twenty (20 ) workdays from the issuance of the adverse action decision memorandum and include the deciding official's decision memorandum, and any rebuttal and supporting documents that were not previously submitted to the employer during the adverse action process.

6.3. Management will issue a written decision to the grievant no later than fifteen (15) workdays after presentation of the grievance. Management's failure to meet this deadline will enable the union or employee to proceed with a fourth step grievance.

## SECTION 7. FOURTH STEP GRIEVANCES

7.1. The fourth step grievance will be filed by the grievant and their representative if the grievant elects to have a representative through the Labor Relations Officer at the Vice Wing Commander level or his designee in writing and filed no later than fifteen (15) workdays of receipt of management's step three grievance decision or fifteen workdays after the step three grievance decision should have been received by the grievant who will issue the grievance decision within twenty (20) workdays of receipt of the fourth step grievance who will issue the grievance decision within twenty (20) workdays of receipt of the fourth step grievance. The step-one grievance, step-two grievance, the step-three grievance, the step-one decision, step-two decision and the step-three decision will be attached to the step-four Grievance

7.2. If the employer (a person other than the one rendering the decision at the previous grievance level of the same grievance) becomes unable to render a decision due to lack of sufficient facts or evidence, or for reasons beyond agency control such as national emergencies or natural disasters, they may request additional time to investigate and process the grievance decision from the local union. If the local union denies the request to extend the time it will provide written justification explaining within two (2) working days the reasons for denying the extension and the union may invoke arbitration if the grievance is not resolved.

7.3. If management denies the step-four grievance, the local union may invoke arbitration by submitting the arbitration request to the Labor Relations Officer within twenty (20) workdays after receipt of the decision. A request for arbitration shall be valid only if signed by the local union president or designee.

## SECTION 8. UNION/EMPLOYER GRIEVANCES

8.1. Both the employer and union have the right to initiate a grievance.

8.2. Grievances are submitted in writing to the other party, within twenty (20) workdays of the incident that gave rise to the grievance or within twenty (20) workdays of becoming aware of the incident or should have reasonably become aware of the incident-giving rise to the grievance. Grievances will be submitted to either the Labor Relations Officer for management or the local Union President for the union.

8.3. A written decision and its basis will be given to the party initiating the grievance within twenty (20) workdays of receipt of the grievance. If dissatisfied with the decision, arbitration may be requested by submitting the request in writing to the local union president if the grievance is against the union or Vice Wing Commander through the Labor Relations Officer if the grievance is against the employer within twenty (20) work days of the decision or twenty work days after the fourth step grievance decision should



have been received by the party.  
SECTION 9. APPLICATION

9.1. This procedure shall be the sole and exclusive procedure for matters within its scope.

## **ARTICLE 10**

### **ARBITRATION**

#### **SECTION 1. REQUESTING ARBITRATION**

1.1. If the final grievance decision is unsatisfactory to either party, the union or the employer may request the matter be arbitrated under the terms of this article.

1.2. The request for arbitration will be submitted in writing within twenty (20) workdays following receipt of the final grievance decision and signed by the appropriate union or management official.

#### **SECTION 2. SELECTING THE ARBITRATOR**

2.1. The parties will rotate requesting the arbitration list from the FMCS. The first party requesting arbitration after the implementation of this Agreement will make the first request; the other party will make the next request. The requesting party will pay any fee associated with requesting the list of arbitrators from FMCS.

2.2. After the list of arbitrators is received from FMCS the party receiving the list will provide the list to the other party within seven (7) workdays and the parties shall meet within work (20) workdays after the last party to receive the list to select an arbitrator. If the parties cannot agree on one of the listed arbitrators, each party will each strike one arbitrator's name from the list and shall repeat this procedure until only one arbitrator's name remains. The remaining name will be the arbitrator for the matter at issue. The party requesting the panel will strike the first name.

2.3. If either party refuses to participate in the selection of an arbitrator, the other party will select the arbitrator.

2.4. Grievance may be withdrawn at any time.

#### **SECTION 3. FEES AND EXPENSES**

3.1. The parties will split all fees and expenses related to the arbitration equally after an arbitrator has been selected.

#### **SECTION 4. ARBITRATION PROCESS**

4.1. The parties may use one of the following: (1) when the parties agree on the relevant facts of an issue and a hearing would serve no purpose the parties may file a joint stipulation of facts with the arbitrator including all relevant facts, dates, documentation, etc., with a request for a decision based upon the facts presented or (2) request an in person hearing.

4.2. Hearing dates will be set no later than six months from the date the arbitrator is selected unless the parties agree otherwise. Arbitration cases not heard within that six-month period will be canceled and the case closed unless an extension of this time frame is extended by mutual consent of the parties.

4.3. The arbitrator will have the authority to determine whether a grievance is grievable or arbitrable. The arbitrator will render a decision on whether a matter is grievable or arbitrable or other threshold issues either prehearing or at the time of the hearing.

4.4. The arbitrator will have no power to add, subtract or modify the terms of the Agreement. The award will be limited to the issues presented at arbitration and consistent with the issues presented during the grievance process absent any issues abandoned by the grieving party during the grievance process. The arbitrator's decision will be final and binding on the parties to the extent the award is permitted by law.

4.5. The arbitration hearing are held on the employer's premises during the regular day-shift work hours of the basic workweek. The union's representative if a member of the bargaining unit, the aggrieved employee(s) and any bargaining unit member witnesses who are otherwise in a duty status will be excused from duty as necessary to participate in the arbitration proceedings without loss of pay, annual leave or any other benefit. Employee participants on shifts other than the regular day shift may be temporarily placed on the regular day shift while they are participating in the hearing for the week(s) of the hearing.

4.6. Grievances concerning unacceptable performance and adverse actions appealable to the Merit Systems Protection Board will be governed by and the arbitrator will render decisions consistent with Section 7701(c) (1) of Title 5, United States Code, and related case law as applicable.

4.7. Either party may file exceptions to an arbitrator's award through the appropriate avenue and within the prescribed timeframes. If no exceptions are filed the arbitrator's decision and remedy become final.

4.8. Grievances concerning the Back Pay Act will be governed by and the arbitrator will render a decision consistent with the provisions of the Back Pay Act and related case law. The arbitrator will further render a decision on attorney's fees where appropriate.

#### SECTION 5. TIME LIMIT

5.1. The arbitrator will render a decision and remedy to the parties as quickly as possible, but in any event no later than thirty (30) work days after the conclusion of the hearing or closing of the record unless the parties agree otherwise in advance (before acceptance of the case by the arbitrator).

**ARTICLE 11**  
**HEALTH AND SAFETY**

**SECTION 1. PROGRAM OVERVIEW**

1.1. The employer's occupational safety and health program will be consistent with the Occupational Safety and Health Act of 1970, Executive Order 11807, Air Force Occupational Safety and Health Program (AFOSH), Chapter XVII of Title 29 and Department of Labor Rules and Regulations.

**SECTION 2. SAFETY COMMITTEE**

2.1. The union will designate one (1) member and one (1) alternate member to serve on the installation Energy, Environment, Safety, and Occupational Health Council (EESOHC).

2.2. The employer will normally provide the union at least seven (7) workdays' notice of EESOHC meetings. In addition, the employer will provide the union notification when safety classes are scheduled covering recent changes to safety policy. Union notification will not be required for standard and routine work area safety briefings, etc. The employer will notice the union regarding upcoming Wing Safety building inspections and provide the union the opportunity to accompany the employer's representatives during the inspections.

**SECTION 3. SAFETY TRAINING**

3.1. The employer will provide union EESOHC members both introductory and specialized courses and materials so they may effectively perform their responsibilities as outlined and in accordance with 29 CFR 1960.59 (b).

3.2. The employer will train employees to ensure they are informed of safe working habits, practices and procedures with regard to specific job assignments and ensure manuals, instructions and regulations relating to safety and health are available to employees.

3.3. Mutually agreed upon training will be provided by the employer for union appointed members of the EESOHC. The union shall coordinate training needs with the employer who will in turn schedule occupational safety and health training. Costs for travel and per diem for Union representatives will be paid by the employer as allowed by applicable law, rules, regulations and the provisions of this Agreement.

**SECTION 4. HEALTH AND SAFETY PROCEDURES**

4.1. The employer to the extent practical will provide safe and sanitary working conditions and equipment consistent with 29 CFR 1910, 29 CFR 1926 and Air Force Occupational Safety and Health Program (AFOSH) standards.

4.2. The employer will provide suitable protective clothing, equipment and safety devices for employees engaged in activities required under 29 CFR 1910, 29 CFR 1926, and AFOSH. The employer will not provide cleaning and repair of issued clothing unless the clothing requires special maintenance beyond normal washer/dryer care.

4.3. Where employees duties require the operation of machinery, equipment or work that may cause injury, negatively impact health, or endanger the employee or, the employer will provide training, supervision and to the extent practical implement procedures to prevent/eliminate injury potential of the assigned tasks in accordance with 29 CFR 1910 and AFOSH 91-501.

4.4. Employees will comply with safe work practices and procedures. Employees will report observed unsafe or unhealthy conditions to management. Union representatives in the course of performing their normally assigned responsibilities will report observed unsafe practices, unsafe equipment or conditions, as well as any unsafe environmental conditions in their immediate areas. The employer will not retaliate against an employee for reporting unsafe practices or conditions.

4.5. When an employee believes they are subject to working conditions related to their duties so severe, even a short-term exposure to such conditions would be detrimental to their health or safety, they will immediately report the circumstances to management. The employee may at that time contact a union representative. A management representative and union representative will inspect the work area for the employee's safety concerns before requiring the employee to carry out the work assignment. If based on the inspection there is reason to believe an unsafe or unhealthy condition exists management may consult or seek assistance of any cognizant safety or health source, e.g., Bioenvironmental, Public Health or Wing Safety and will share the results with the union. If management determines the conditions are unsafe or unhealthy management will take the appropriate steps to ameliorate the hazard (s) or unsafe condition (s).

4.6. The union, an employee or group of employees who believe work is being required under conditions, which are unsafe, or unhealthy beyond the normal hazards inherent in the operations in question may submit a hazard report in accordance with AFI 91-202, *Air Force Mishap Prevention Program*. The union or employees may seek resolution to health and safety issues by availing themselves of the *Air Force Mishap Prevention Program* appeal procedures, AFI 91-202. The procedures outlined above do not obviate or preclude the use of the negotiated grievance procedure.

4.7. When the employer's Bioenvironmental Office determines temperature in a particular climate controlled work area or work site exceeds the normal range of 65 to 85 degrees Fahrenheit the employer will take precautionary measures designed to reduce the risk to exposed employees of both heat and cold exposure conditions. Management may consider reducing, relocating, or rescheduling the work; increasing the frequency or duration of rest periods, or other measures designed to protect employee health and the employer's premises. The personal comfort and health of the employee will be considered as well as related factors such as wind chill factor, airflow, the nature of the work performed.

4.8. The employer will not interfere, coerce, discriminate, or reprise against employees filing reports of an unsafe or unhealthful working condition; for participating in Occupational Safety and Health Program activities; or for exercising any right afforded by Section 19 of the Occupational Safety and Health Act, Executive Order 12196, 29 CFR Part 1960, or any provision of this Agreement.

## SECTION 5. ON-THE-JOB INJURY OR ILLNESS REPORTING

5.1. Employees will report to management immediately all injuries or illnesses occurring while on duty or on the employer's premises but no later than 24 hours of the occurrence, if possible.

5.2. The NAF employee completes the appropriate Long Shore and Harbor Workers' Compensation Act, (LSHWCA), LS201 form is obtained from their supervisor and submitted to the employer within seven (7) calendar days. If the employee believes the injury or occupational illness is job related the supervisor of the injured NAF employee contacts the NAF Human Resources Office who inputs the relevant data into the NAF Workers' Compensation Software (IVOS). Employees will receive a LS1 form from the employer authorizing medical care within 24 hours of the incident consistent with current LSHWCA regulations.

5.3. Employees who temporarily suffer on-the-job illness or injury and are unable to perform their regular assigned duties, but whose medical documentation permits them to return or remain in a duty status, may if available be assigned duties compatible with their physical condition, or have their regular assigned duties where feasible temporarily tailored to their limitations.

5.4. The employer agrees to provide basic emergency medical responder services and first aid for

employees injured or seriously ill while on duty.  
SECTION 6. HEALTH AND SAFETY REPORTS

6.1. The employer will provide the union, as soon as practical the results of industrial hygiene and occupational health testing conducted within all facilities under the control of the employer to the extent not prohibited by the Privacy Act, DoD 6025.18-R, and the Health Information Portability and Accountability Act (HIPAA).

6.2. The Headquarters Air Force Safety Office will make decisions regarding the release of Safety Mishap Reports in accordance with AFPD 91-2 para 5.4.

#### SECTION 7. HEALTH SERVICES AND PREVENTIVE MEDICINE

7.1. DOD and AF regulations require certain employees assigned to AF medical facilities to participate in preventive medicine programs based on their exposure to patient care treatment programs and their occupations. When determined by the AF participation in these programs is mandatory and considered a condition of employment. Employees subject to these programs and preventive medicine protocols will receive notice their positions are included in the programs and provided briefings outlining the employment conditions affected by the programs and protocols.

7.2. The employer will periodically examine employees' performing duties exposing them to physical contaminants, such as communicable disease, radiation, excessive noise or toxic agents. Health Insurance Portability and Accountability Act (HIPAA) Office of Safety and Health Administration (OSHA) Center for Disease Control (CDC) and Office of Personnel (OPM) guidelines will be followed by the parties to include testing, vaccinations and monitoring. This will be provided at the expense of the employer.

#### SECTION 8. MOLD AND ASBESTOS

8.1. The employer will manage the Facility Asbestos Program IAW the current issuance of AFI 32-1052, Facility Asbestos Management. The employer agrees to comply with current issuance of AF Policy AFI 52-1052 and OSHA regulation (29 CFR 1926.11.1) related to mold and asbestos.

**ARTICLE 12**  
**POSITION CHANGES**

**SECTION 1. POSITION CHANGES**

1.1. Details.

1.1.1. A detail is the temporary assignment of an employee for a specified period, to a position different from the employee's regular assignment, including higher or lower graded positions, without a change in pay for a period NTE 60 days. An employee returns to his or her original position at the end of a detail. Details are used to meet temporary needs, when work requirements cannot be met by other desirable or practical means.

1.2. Reassignments:

1.2.1. Managers may management-initiate reassignment of crafts and trades employees to other positions within the organization without changes in employment category, pay plan, grade, guaranteed hours, and scheduled rate of pay to promote the efficiency of the organization. Managers may management-initiate reassignment of crafts and trades employees to pay band positions without changes in employment category and guaranteed hours.

1.3. Temporary Reassignments.

1.3.1. A temporary reassignment is useful when an employee's services are needed temporarily in a position in the same grade or pay band. Terminate a temporary reassignment when the need no longer exists. Accomplish a reassignment by submitting an ERPA (electronic personnel action) along with the PD and PG to the NAF-HR.

1.4. Promotions.

1.4.1. A promotion is the change of an employee from one grade or pay band to a higher grade or pay band within the same pay schedule. A promotion may also result when changing from one pay schedule to another pay schedule.

1.4.2. Temporary Promotions with time limitations may be made noncompetitively when an employee's services are needed in a higher grade or pay band position, and the employee shall meet the qualification requirements for the position. The employee returns to his or her previous position at the end of the temporary promotion.

1.4.3. Permanent Promotions. All permanent promotions are competitive unless the promotion is the result of job growth; the promotion is the result of improper classification; the promotion is required to comply with a new classification standard; or the promotion follows competitive assignment to a developmental position.

1.4.4. The employee must meet the qualification requirements for the position.

1.5. Change of Employment Category

1.5.1. An employee on a flexible appointment may be changed to regular at any time by the manager submitting an ERPA (electronic personnel action) to the NAF-HR for processing. A change of employment category from regular to flexible, unless initiated at the employee's request, is processed as a BBA. A change from regular to flexible at the employee's request may be taken at any time, provided the employee submits the request in writing.

1.6. NAF position change practices, processes and procedures will be consistent with the provisions of AFMAN 34-310, Chapter 5, 28 September 2011 unless inconsistent with the provisions of this article.

## **ARTICLE 13**

### **STAFFING POSITIONS AND SELECTING CANDIDATES**

#### **SECTION 1: EMPLOYMENT PROCEDURES**

##### **1.1. Qualification Requirements:**

1.1.1. Qualification standards are the minimum experience, training, education, and physical requirements needed to perform the duties of the position involved, in a satisfactory manner. Job qualification requirements must be based on factual job duties and established in a manner that encourages completion for the job with the goal of hiring the most qualified person available. In applying physical standards, the employee must be able to perform his or her duties in a satisfactory manner and without hazard to self or others.

##### **1.2. Employment Requirements.**

1.2.1. To ensure the most suitable and qualified persons work in NAFIs at all levels depending on the nature and extent of responsibilities of the position being filled.

##### **1.3. Methods of Filling Positions.**

1.3.1. Positions may be filled by promotions, reassignments, management reassignments, details, changes to lower grade or pay band, or recruitment from outside sources.

##### **1.4. Probationary Period.**

1.4.1. The probationary period tests the employee's ability, suitability, and fitness for the job, as shown by actual job performance. During this period, the employee's conduct and performance are observed, and he or she may be separated if conditions warrant. The NAF-HR processes a personnel action upon satisfactory completion of the probationary period.

1.5. NAF employment practices, processes and procedures will be consistent with the provisions of AFMAN 34-310, Chapter 4.

#### **SECTION 6. NEPOTISM**

##### **6.1. Prohibitions**

6.1.1. The civil service system is based on the idea employees should be selected through fair and open competition and promoted on the basis of their individual merit. Nepotism is a prohibited personnel practices (PPP) codified at 5 U.S.C. § 2302. Specific restrictions on the employment of relatives are also set forth at 5 U.S.C. § 3110. The employer will not permit any management official with authority by law, rule, or regulation to appoint, employ, promote, or advance individuals, or to recommend individuals for appointment, employment, promotion, or advancement of an individual who is related to the management official to appoint, employ, promote, advance, or advocate for appointment, employment, promotion, or advancement, in or to a civilian position in which they exercise jurisdiction or control any relative, i.e., father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

6.1.2. An individual appointed, employed, promoted, or advanced improperly may not be paid if so appointed, employed, promoted, or advanced.

##### **6.2. Exceptions**



6.2.1. In the event of emergencies, resulting from natural disasters or similar unforeseen events or circumstances The Office of Personnel Management may prescribe regulations authorizing the temporary employment of individuals whose employment would otherwise be prohibited by law.

6.2.2. This Article does not prohibit the appointment of a preference eligible that results in the selection for appointment of an individual who is not a preference eligible.

## **ARTICLE 14**

### **EQUAL OPPORTUNITY**

#### **SECTION 1. POLICY**

1.1. The Parties are oppose to and will not tolerate discrimination as specified in Title 7 of the Civil Rights Act and federal Executive Orders.

1.2. The parties commit to complying with the Equal Employment Opportunity Act, the Age Discrimination in Employment Act, the Civil Service Reform Act, the Family and Medical Leave Act, the Americans with Disabilities Act, the Rehabilitation Act, the Genetic Information Nondiscrimination Act of 2008, and all other applicable laws and regulations, including future related laws and regulations.

1.3. The employer will make available to employees written information describing the employer's EO programs, the Affirmative Employment Plan and the EO complaint process.

#### **SECTION 2. UNION REPRESENTATION**

2.1. One member of the Human Relations Climate Assessment Subcommittee (HRCAS) will be a union representative. The union representative will have a full and active role on the Subcommittee and may provide bargaining unit members positions on all matters addressed by the advisory committee. The union will provide its proposals in a timely manner for consideration by the Subcommittee.

2.2. An employee discussing a problem of alleged discrimination with an Equal Opportunity (EO) counselor, or at any step of the EO complaint process, has the right to be accompanied by the Union representative of his/her choice if desired.

2.3. An employee filing a formal EO complainant is not entitled to representation by the union from that point forward. A member of the bargaining unit member to include a union representative may represent the employee in a formal complaint, however not in the capacity of a union representative and not on official time.

#### **SECTION 3. PROFESSIONALISM**

3.1. The employer will make every reasonable effort to discuss corrective actions and/or counsel employees in private.

#### **SECTION 4. REASONABLE ACCOMMODATIONS**

4.1. Employees may request an accommodation orally or in writing. The employer will consider requests for accommodation and make reasonable accommodations for qualified disabled employees consistent with federal law, DOD and AF law, rule and regulation.

4.2. The employer will counsel the employee requesting a reasonable accommodation in AF accommodation policies, regulations and process and assist the employee in processing their request for accommodation.

4.3. The employer's facilities will be accessible to employees with disabilities and free of architectural barriers consistent with federal, DOD and AF law, rule and regulation. Parking benefits and privileges will not be unreasonably denied individuals with disabilities.

4.4. The employer will provide qualified employees with disabilities full consideration for all training opportunities to include on-the-job training and provide reasonable accommodations to the employee to attend and complete the training consistent with federal, DOD and AF law, rule and regulation.

## SECTION 5: UNIT CLIMATE ASSESSMENTS

5.1. The parties agree to the use of unit climate assessments (UCA) to evaluate the climate of organizations on Columbus AFB. The Employer will notify the union when climate assessments will take place.

5.2. The employees will be provided the opportunity on a voluntary basis to provide an honest assessment without fear of reprisal. The identity of the person providing the assessment will remain anonymous.

5.3-.The unit commander will coordinate the release of the UCA report DOD 5400, 7-R, subject to the Freedom of Information Act.

## SECTION 6. SPECIAL OBSERVANCE PROGRAMS

6.1. The parties encourage bargaining unit members to participate in Agency-sponsored Special Observance Programs or events held on Columbus AFB. Participation in these is voluntary and not a factor in the employee's performance evaluation.

## SECTION 7. EO TREND DATA

7.1. The employer agrees to furnish the union with the following EO data on an annual basis or when requested by the union and available. Workforce profile by grade level and job series according to sex, race, and ethnicity, date of birth, and disability and employees selected for positions by grade level and job series according to sex, race, ethnicity, date of birth, and disability on a calendar year basis. PII data will be redacted.

## ARTICLE 15

### DISCIPLINE AND ADVERSE ACTIONS

#### SECTION 1. FLEXIBLE EMPLOYEE ACTIONS

1. Flexible employees will not be issued suspension, demotions or removal actions.

#### Section 2: Nature of Disciplinary Actions

##### 1.1. Oral Admonishment

1.1.1. An oral admonishment is a discussion between a supervisor and an employee during which the supervisor informs the employee he or she is being disciplined by an oral admonishment. It is the least severe disciplinary action and is used to correct misconduct or delinquency and to motivate an employee to improve work habits, work methods, or behavior.

1.1.2. For an oral admonishment, there is no minimum notice period.

##### 1.2. Memorandum of Reprimand

1.2.1. A Memorandum of Reprimand is a formal disciplinary memorandum issued by a supervisor to an employee. It is used to correct significant misconduct or delinquency or repeated lesser offenses.

1.2.2. For a reprimand, there is no minimum notice period.

##### 1.3. Termination.

1.3.1. Management initiates involuntary termination to separate a flexible employee from AF NAF employment. It is the most severe form of disciplinary action for the flexible employee.

1.3.2. If the supervisor decides to terminate a flexible employee, the supervisor notifies the employee in writing. The employer will notate the monthly remittance report with the termination date of dues paying bargaining unit employees.

1.3.3. The employee is provided advance notification of at least 24 hours.

#### SECTION 2. REGULAR EMPLOYEE ACTIONS

##### 2.1. Oral Admonishment

2.1.1. An oral admonishment is a discussion between a supervisor and an employee during which the supervisor informs the employee he or she is being disciplined by an oral admonishment. It is the least severe disciplinary action and is used to correct misconduct or delinquency and to motivate an employee to improve work habits, work methods, or behavior.

2.1.2. For an oral admonishment, there is no minimum notice period.

##### 2.2. Memorandum of Reprimand.

2.2.1. A Memorandum of Reprimand is a formal disciplinary memorandum issued by a supervisor to an employee. It is used to correct significant misconduct or delinquency or repeated lesser offenses.

2.2.2. For a reprimand, there is no minimum notice period.

##### 2.3.1. Suspension.

2.3.2. A suspension is an action that involuntarily places a regular employee in a nonpaid, nonduty status.

#### 2.4.1 Removal.

2.4.2. A removal is an involuntary separation of a regular employee from AF NAF employment. It is the most severe form of disciplinary action. Do not use removals to discipline flexible employees.

#### 2.5. Demotion (Reduction in Grade or Pay band).

2.5.1. A demotion is a reduction in a regular employee's grade or pay band. It is imposed as a disciplinary action resulting from an employee's misconduct.

#### 2.6. Disciplinary Action Procedures for Suspensions, Removals, and Demotions.

2.6.1. Notice of Proposed Action. This notice gives the employee notice of the charges on which the proposed action is based, a brief explanation of the evidence supporting the charges, and an opportunity to present reasons why the proposed action should not be taken.

2.6.2. Notice of Decision. A written notice of decision is issued to the employee regardless of whether or not management receives an employee's response to the notice of proposed action, or even if a decision is made to cancel the proposed action or take a lesser action than originally proposed.

#### 2.7 Mitigating and Aggravating Factors (Douglas Factors)

2.7.1. Deciding officials may consider relevant factors in determining the appropriateness of the penalty regarding proposed suspensions, demotions and removal actions.

2.7.2. The factors to be considered are:

2.7.2.1. The nature and seriousness of the offense, the relation of the offense to the employee's duties, whether the offense was intentional or inadvertent, or whether or not the offense was committed for gain, with malice, or repeatedly.

2.7.2.2. The employee's job level and type of employment – supervisory or fiduciary, contact with the public, prominence of the position.

2.7.2.3. The employee's past disciplinary record.

2.7.2.4. The employee's work record: length of service, quality of performance, and dependability.

2.7.2.5. The effect of the offense upon the employee's ability to continuing performing at a satisfactory level, and the effect on the supervisor's confidence in the employee after the misconduct.

2.7.2.6. The consistency of the penalty with those imposed upon other employees for the same or similar offenses.

2.7.2.7. Consistency of the penalty with the Agency's Table of Penalties (if any).

2.7.2.8. The notoriety of the offense and the impact on the reputation of the Agency.

2.7.2.9. The clarity with which the employee was on notice of the rules violated in committing the offense, including warnings about the conduct.

2.7.2.10. The potential for the employee's rehabilitation.

2.7.2.11. Mitigating circumstances surrounding the commission of the offense (unusual job tensions, personality conflicts, bad faith issues, mental impairment, harassment, and so on).

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

2.8. Advance Notice Period.

2.8.1. For a suspension, demotion, or removal, the minimum notice period is fifteen calendar days.

2.8.2. A reduction of the 15-day notice period, to an advance notice of as little as 24 hours if retention of the employee during the notice period will; Result in damage to or loss of property or funds.

2.8.3. Be detrimental to the interests of the government.

2.8.4. Impose an undue risk to the safety or welfare of the employee, other employees, or the general public; a reduction may also be made if there is reasonable cause to believe the employee has committed a crime for which a prison sentence may be imposed.

3. NAF disciplinary and adverse actions, will be consistent with this article and the provisions of AFMAN 34-310, Chapter 8, 28 September 2011 unless inconsistent with this article.

## ARTICLE 16

### EMPLOYEE ASSISTANCE PROGRAM

#### SECTION 1. EAP PROGRAM

1.1. EAP is a professional service that provides information, consultation, problem-solving counseling, resource identification, and support by providing health and wellness, mental health, drug and alcohol, financial, legal, crisis, and risk management counseling to all employees and management.

#### SECTION 2. EAP PROCESS

2.1. Alcoholism and drug dependency may be considered under certain circumstances to be treatable illnesses and disabling conditions in accordance with applicable law, rule, regulations and case law. The Employee Assistance Program (EAP) is a confidential program available to all employees. The employer agrees to provide, on a confidential basis a counselor for employees who voluntarily seek counseling or referral assistance.

2.2. Employees having an alcohol, drug abuse or emotional issues will receive the same consideration and offer of assistance that is extended to employees with other illnesses.

2.3. An employee's records of alcohol, drug abuse or emotional issues will be maintained confidentially as medical records.

2.4. The mandatory referral by management for the initial counseling session of an employee is duty time. Thereafter, supervisors may grant leave for counseling and treatment. Employee attendance except for the initial management mandatory referral is voluntary. Employee participation is voluntary.

2.5. Sick leave may be granted for the purpose of treatment or rehabilitation as any other illness.

2.5. The mandatory referral by management for the initial counseling session of an employee is duty time. Thereafter, supervisors may grant leave for counseling and treatment. Employee attendance except for the initial management mandatory referral is voluntary. Employee participation is voluntary.

2.6. Employees are responsible for the costs of counseling and treatment related to the EAP processes not specifically provided for by the AF.

2.7. Employees are encouraged to discuss EAP matters with their management without fear of reprisal.

2.8. Union representatives will be on official time when performing representational duties related to the EAP and processes.

## **ARTICLE 17**

### **LABOR/MANAGEMENT RELATIONS TRAINING**

#### **SECTION 1. UNION SPONSORED TRAINING SESSIONS**

1.1. The employer agrees to grant official time to union representatives to attend union sponsored and other training of concern to the employees in their capacities as union representatives.

1.2. The total hours of union sponsored and related training will not exceed six hundred (600) work hours per year and not exceed forty (40) hours per employee at any one time. The training pertains to all union officials.

1.3. The president provides the Civilian Personnel Flight a written request for official time at least one (1) week in advance of the training. The request will contain information regarding the duration, purpose and nature of the training. Upon return from training, union officials will present to the Civilian Personnel Flight a copy of documentation verifying completion of course or attendance. Failure to provide the documentation will result in a charge of annual leave or leave without pay.

1.4. Where work requirements preclude the attendance, the employer will provide the union an explanation in writing as to the denial of the request. All travel and related expenses will be borne by the union.

#### **SECTION 2. EMPLOYER/UNION SPONSORED TRAINING SESSIONS**

2.1. Where mutually agreed by the parties, the parties will conduct joint management/union training sessions on duty time regarding the administration of this agreement and management policies affecting employee conditions of employment. The training will primarily concern orienting and briefing union and management officials on the requirements and administration of this agreement and management policies affecting the working conditions.

2.2. Commissioners of the Federal Mediation and Conciliation Service may be utilized to assist in these joint-training sessions.



## ARTICLE 18

### HOURS AND TOURS OF DUTY

#### 1. SECTION 1. HOURS OF WORK

##### 1.1. Administrative Work Week

1.1.1. The administrative workweek consists of seven consecutive calendar days. It does not have to coincide with the calendar week, and may begin on any day and at any hour.

##### 1.2. Guaranteed Work Week

1.2.1. Within the administrative workweek, the guaranteed workweek for NAF employees will not exceed 40 hours, exclusive of meal times. When possible, two consecutive days off are provided during each administrative workweek. However, the guaranteed workweek may be scheduled over a period of 6 days, provided that the total scheduled hours do not exceed 40 hours per week.

##### 1.3. Tours of Duty

1.3.1. A tour of duty is a work schedule of those days of the week and hours of the day that an employee is required to be on duty. The tour of duty is at least one hour and not more than 8 hours on a regular basis.

1.3.2. The tour of duty is established, in writing, for all regular employees at least one administrative workweek in advance of the tour to be worked and will not be changed or adjusted solely to avoid the payment of premium pay or other benefits.

1.3.3. Where possible, the tour of duty is established for the same days of each week, for the same hours each day, and on consecutive days of the administrative workweek. As far as practical, the regular daily tour is set up in terms of whole hours. When fractional hours are required, the regular daily tour is scheduled in whole hour and quarter-hour multiples. Regular daily tours are not scheduled in less than quarter hour increments.

##### 1.4. Rotating Tour of Duty & Split Shift

1.4.1. A rotating tour of duty is a scheduled tour of duty that rotates on a regular basis between shifts, different hours of the day, or different days of the administrative workweek, without a change in guaranteed hours.

1.4.2. A split shift is two or more work periods within the workday, excluding overtime, when the break between the work periods exceeds 1 hour. Employees who are required to work split shifts must be permitted to use the time off between their shifts as they wish. If an employee is required to remain on the premises or to be available for work that may occur during the break, the break, under the Fair Labor Standards Act (FLSA), must be counted as hours of work.

##### 1.5. Workday, Rest Periods, Make Ready and Cleanup Time

1.5.1. The workday shall be scheduled within a 24 hour period and may extend over two calendar days in succession (e.g., 6:00 p.m. Monday through 2:30 a.m. Tuesday).

1.5.2. Employees will be granted rest periods of fifteen (15) minutes for every four (4) hours of scheduled work. Normally, rest periods will be uninterrupted unless workload requirements necessitate the employee's services. These rest periods will not be taken in conjunction with lunch periods or at the beginning or end of a work shift.

1.5.3. Regular meal or lunch periods are normally established at no less than 30 minutes nor in excess of 1 hour and are not considered as time worked, except for the purpose of determining entitlement to night shift differential pay. If time off for meals is not feasible, an on-the-job (OTJ) meal period of 20 minutes or less may be authorized and included in the employee's regularly scheduled tour of duty. No employee will work more than six consecutive hours without a meal period.

1.5.4. Make ready and cleanup time, incidental duties, directly connected with performing a job, such as obtaining and replacing working tools or materials, undergoing inspections, donning or removing prescribed work uniforms, and similar tasks, in established tours of duty are a part of the job requirements. Work shifts are arranged so that time required for incidental duties are part of the regularly scheduled workday.

## 1.6. Work Schedules

1.6.1. All employees have access to a posted schedule. Flexible employees may be subject to "on call" work in addition to hours posted on the schedule. The employer may change work schedules by providing a minimum of 24-hours' notice to the employee. Callback duty time is when a regularly scheduled, regular or flexible employee is required to work on a day when work was not scheduled, or when the employee is officially required to return to his or her place of employment. Compensation for callback duty is at least 2 hours (whether or not work is performed), including make-ready and cleanup time. Compensation is computed at the employee's regular basic rate of pay; unless the number of hours worked that day or week entitle the employee to overtime pay. Call-in duty time is work performed by an unscheduled flexible employee who is officially required to report for work. Compensation for call-in duty must be at least 2 hours, (whether or not work is performed), including make-ready and cleanup time. Compensation is at the employee's regular basic rate of pay, unless the employee is entitled to overtime pay.

1.6.2. Changes in the work schedule that do not decrease an employee's guaranteed hours may be made with a minimum 24-hour notice. For example: If an employee normally works Monday, Wednesday, and Friday, 0700 to 1600, the employer may change the schedule to Monday, Wednesday, and Saturday, 0700 to 1600, provided the employee is given at least the minimum 24hour notice.

1.6.3. Employees must, at a minimum, be scheduled for their guaranteed hours. If a regular or flexible employee is not scheduled for his or her guaranteed number of hours, the schedule will be changed, providing at least a 24-hour notice, to make up for the hours not scheduled in the employee's guaranteed hours. If this is not done, and the employee works less hours than his or her guaranteed hours, he or she must be paid for the difference between hours actually worked and hours guaranteed.

## 1.7. Reduction in Guaranteed Hours

1.7.1. When the employer determines that less hours are required routinely each week, and the only way to accomplish this requirement is to reduce an employee's guaranteed hours, proper action will be taken to make the required changes. Guaranteed hours will not be reduced solely to avoid payment of benefits, or to provide more hours for other employees. These advance notification periods must be adhered to during normal, day-to-day operations. When emergency conditions exist, notification periods may be modified to 24 hours for all actions not including terminations.

1.7.2. A reduction in an employee's guaranteed hours that results in a change in employment category must be processed as a business based action (BBA) (for example, reducing a regular employee from 20 to 15 hours), according to BBA procedures.

1.7.3. A reduction in an employee's guaranteed hours that does not require a change in employment category (for example, reducing a regular employee from 40 to 35 hours), management will notify the employee and the union at least seven (7) calendar days prior to the effective date of the action.

1.7.4. As a minimum, the written notice must include a statement that the employee's guaranteed hours are being reduced. The effective date of the change. A clear statement of the reasons for the change. Advice on how and where to file the grievance, and the time limits for filing such grievance. The name, location, and phone number of the person in the NAF- HR designated to provide assistance.

## 1.8. Reduction in Guaranteed Hours at Employee's Request

1.8.1. A decrease in guaranteed hours at the employee's request that does not reduce the employment category, may be taken at any time, provided the employee submits the request in writing by completing AF Form 2550, NAF Application for Promotion or Other Position Change.

1.9. Reference AFMAN 34-310, Chapter 1.8, 28 September 2011.

## ARTICLE 19

### PAY AND ALLOWANCES

#### SECTION 1. PAY

##### 1. Pay Periods

1.1. Pay periods for employees are 2 weeks long and consist of two consecutive administrative workweeks, Sunday through Saturday.

##### 1.2. Pay Setting

1.2.1. New Appointment to a CT Position. All new appointments are made at the minimum step of the grade, unless a higher step is authorized.

1.2.2. New Appointment to a NF or CY Position. Pay may be set at any rate within the applicable pay band. Consideration is given to the appointee's previous rate of pay and special qualifications, including skills and experience of an exceptional or highly specialized nature related to the position. The difficulty of filling the position is also considered.

1.2.3. Reinstatement. Rates of pay for former regular employees, who are reinstated to regular positions within a NAFI within six months from separation, are made according to table 18.2., or 18.9.4., in AFMAN 34-310, 28 September 2011.

1.2.4. Promotion. The pay of an employee who is promoted to a higher grade or pay band in an AF NAFI at the same installation and in the same pay system is according to tables 18.3 or 18.10. 18.9.5., in AFMAN 34-310, 28 September 2011.

1.2.5. Reassignment. Rates of pay for employees who are reassigned in an AF NAFI at the same installation and pay system are according to tables 18.4 or 18.9., in AFMAN 34-310, 28 September 2011.

1.2.6. Change to a Lower Grade or Pay band. Rates of pay for employees who are changed to a lower grade or pay band, in an AF NAFI at the same installation and in the same pay system, are according to tables 18.5, 18.11, or 18.12., in AFMAN 34-310, 28 September 2011.

##### 1.3. WGs.

###### 1.3.1. Waiting Period.

1.3.1.1. A CT employee whose performance is satisfactory is advanced to the next higher step of his or her grade following completion of the waiting period required by tables 18.14 and 18.15., in AFMAN 34-310, 28 September 2011 provided the employee did not receive an equivalent increase in pay during the waiting period.

1.3.1.2. A NAF employee's performance is satisfactory when he or she maintains a performance rating of satisfactory or better during the rating period.

1.3.2. Duration of Waiting Periods. Tables 18.14 and 18.15., in AFMAN 34-310, 28 September 2011 specify the waiting period an employee must serve before advancing to the next step of his or her grade.

###### 1.3.3. Creditable Service

1.3.3.1 Creditable service for WGs is continuous civilian NAF employment. All service in a pay status, including periods of sick leave, annual leave, advanced sick leave, and advanced annual leave or other paid leave is creditable service.

1.3.3.2. A limited amount of time in a nonpaid status, as shown in table 18.14., AFMAN 34-110, 28 September 2011.

## 1.4. Overtime Pay

### 1.4.1. Overtime Pay Basic Information

1.4.1.1. If management determines there is a need for overtime work, proper direction and approval of funds takes place before work is performed.

1.4.1.2. A quarter hour is the smallest fraction of an hour used for crediting irregular or occasional overtime hours worked. When irregular or occasional overtime work is performed in other than the full fraction, odd minutes are rounded up or rounded down to the nearest quarter hour.

1.4.1.3. How a position is classified determines overtime entitlement, and how overtime is paid. Positions are classified as either exempt or nonexempt under the FLSA.

1.4.1.4. Overtime for work performed on Sundays or holidays is paid in the same manner and at the same rate as for overtime performed on any other day.

1.4.1.5. A regularly scheduled employee who performs irregular or occasional overtime work on a day when work was not scheduled, or for which the employee is officially required to return to his or her place of employment, is considered to have worked at least 2 hours for the purpose of overtime pay, whether or not work is performed.

### 1.4.2. CT Employees

#### 1.4.2.1 Nonexempt CT Employees

1.4.2.1.1 Are entitled to be paid overtime for hours worked in excess of 40 hours of work actually performed in the workweek, when ordered, directed, required, approved, or suffered or permitted to work the overtime.

1.4.2.1.12. Are also entitled to be paid overtime for work performed in excess of 8 hours in a day or in excess of 40 hours in a scheduled workweek. Under this rule, the employee's absence from duty on any type of paid absence, such as annual or sick leave, holiday leave, court leave, etc., is deemed employment and does not reduce the amount of overtime pay to which the employee is entitled.

#### 1.4.2.2. Exempt CT Employees

1.4.2.2.1. These employees are entitled to be paid overtime for hours worked in excess of 8 hours in a day or in excess of 40 hours in a scheduled workweek when officially ordered or approved to work the overtime hours. Under this rule, the employee's absence from duty on any type of paid absence, such as annual or sick leave, holiday leave, court leave, etc., is deemed employment and does not reduce the amount of overtime pay to which the employee is entitled.

### 1.4.3. NF and CY Employees

#### 1.4.3.1. Nonexempt NF and CY Employees

1.4.3.1.1. These employees are entitled to be paid overtime for hours worked in excess of 40 hours of work actually performed in the workweek, when ordered, directed, required, approved, or suffered or permitted to work the overtime. Excused absences from duty with pay, such as annual or sick leave, holiday leave, court leave, etc., are not periods of work, and are not included in the hours worked for determination of overtime entitlement. The hourly overtime rate of pay is one and one-half times the employee's hourly rate of basic pay exclusive of any premiums or differentials, 18.14.3.2., A FMAN 34-310, 28 September 2011.

#### 1.4.3. Exempt NF and CY Employees.

1.4.3.1. These employees are entitled to be paid for overtime for hours worked in excess of 40 hours of work actually performed in the workweek, only when the overtime is specifically ordered, directed, required, or approved in advance. Excused absences from duty with pay, such as annual or sick leave, holiday leave, court leave, etc., are not periods of work, and are not included in the hours worked for determination of overtime entitlement.

#### 1.5. Compensatory Time for Overtime Work.

1.5.1. The individual who approves compensatory time off for overtime work is the same individual who is authorized to order or approve overtime work for overtime payment that is made.

1.5.2. Compensatory time off in place of overtime pay is authorized only if the overtime work has been officially ordered or approved. It is granted at the rate of one-quarter hour off for each one quarter hour of overtime worked, according to the following: An employee may not accumulate more than 60 hours of compensatory time; An employee with compensatory time credited takes such time off before annual leave is granted and Compensatory time accrued and taken is recorded on the official timesheet.

1.5.3. NAF employees whose pay rate equals or exceeds the GS 10 step 10 pay rate may at management discretion be required by the employer to be compensated with compensatory time rather than overtime pay.

#### 1.5.4. Distribution of Scheduled Overtime

1.5.4.1. Management will maintain employee overtime distribution records by work unit providing employees with the requisite skills and knowledge a fair and equitable opportunity to share in the overtime, unless an employee indicates unwillingness to perform overtime duties. Overtime will be distributed based on earliest employee federal service retirement computation dates as found on the employee's official personnel action. Employees who decline overtime will be placed at the bottom of the rotation while those on leave will retain their rotational standing, pending return to duty. Employee's required to perform mandatory overtime will be selected by reverse federal retirement seniority. Voluntary overtime will be assigned based on the greatest amount of federal retirement seniority

#### 1.6. Night Shift Differential CT, NFI and NFII Employees

##### 1.6.1. Basic Entitlements

1.6.1.1. An employee is paid at the scheduled rate of basic pay, plus a differential of 7½ percent of that scheduled rate for regularly scheduled non-overtime work when a majority of whole hours worked occurs between 1500 and midnight; or 10 percent when the majority of whole hours worked occurs between 2300 and 0800.

1.6.1.2. Nightshift differential is included in the rates of basic pay that are used for computing overtime pay, Sunday premium pay, and holiday premium pay. Nightshift differential is not included in determining the amounts to be deducted for retirement, group health insurance, or group life insurance.

##### 1.7. Sunday Premium Pay.

1.7.1. Regular and flexible employees who perform work during a regularly scheduled tour of duty within a basic workweek when any part of that work is performed on Sunday, which is not overtime work, is entitled to Sunday premium pay.

##### 1.7.2. Basic Entitlement.

1.7.2.1. A regular or flexible CT employee who performs work during a regularly scheduled tour of duty of 8 hours or less, which is not overtime and any part of which is performed on a Sunday, is entitled to receive Sunday premium pay.

#### 1.8. Holiday Pay and Holiday Premium Pay.

1.8.1. Pay for Holidays on Which NAF Employees are Excused From Work. An employee entitled to observe the holiday, and who is excused from work because of the occurrence of a holiday, is entitled to holiday pay (which is regular base pay, including any applicable night shift differential) for the number of non-overtime hours that would have been scheduled had it not been a holiday.

1.8.2. Pay for Work Performed on a Holiday. An employee entitled to observe the holiday, and who performs work on a holiday, is entitled to holiday pay (which is regular base pay, including any applicable night shift differential) for the number of scheduled hours, plus holiday premium pay (which is at a rate equal to regular base pay) for the number of non-overtime hours that do not exceed 8 hours actually worked on the holiday.

1.9. NAF pay policies, practices and procedures will be consistent with this article and the provisions of AFMAN 34-310, 28 September 2011, Chapter 18 unless inconsistent with this article.

## ARTICLE 20

### ATTENDANCE AND LEAVE

#### SECTION 1. GENERAL LEAVE INFORMATION

- 1.1. Leave is an employee benefit contributing to the overall effectiveness, productivity, and morale of the employee.
- 1.2. All regular employees accrue annual and sick leave.
- 1.3. The first-level supervisor approves or disapproves leave.

#### SECTION 2. ANNUAL LEAVE

- 2.1. Annual leave is paid time off from work for vacation or to transact personal business, which cannot be taken care of during off-duty hours.
- 2.2. A leave year begins on the first day of the first FULL bi-weekly pay period in a calendar year. A leave year ends on the day immediately before the first day of the first FULL biweekly pay period in the following calendar year.
- 2.3. Annual Leave Accrual. Annual leave is accrued by regular employees on the total number of hours in a pay status that does not exceed 40 hours in the administrative workweek. Annual leave accrual is based on the appropriate percentage (accrual rate) times a maximum of 40 hours per week, or eighty hours per biweekly pay period in accordance with the following:

- 0-3 years of service 5 percent of hours in a pay status
- 3-15 years of service 7½ percent of hours in a pay status
- 15+ years of service 10 percent of hours in a pay status

Between three and fifteen years of service, annual leave earned during the last pay period of the year is earned at the rate of 12½ percent.

- 2.4. Accumulation of Annual Leave. The maximum amount of accumulated annual leave that may be carried over from one leave year to the next is 30 days (240 hours).
- 2.5. Requesting Annual Leave
  - 2.5.1. Except in cases of emergency, annual leave is requested by the employee and approved in advance of the absence.
  - 2.5.2. An employee who takes leave without approval is considered Absent Without Approved Leave (AWOL).
  - 2.5.3. Annual leave is taken in increments of 15 minutes, up to 8 hours per day, and 40 hours per week with exception of those working AWS. For AWS, leave is charged at the same number of hours that an employee is scheduled to work.
  - 2.5.4. The use of annual leave other than on those days and for those hours that the employee would otherwise work and receive pay is prohibited.
  - 2.5.5. Substitution of Annual Leave for Sick Leave. An employee on extended sick leave (including sick leave for maternity reasons) may be granted annual leave to cover any part of the absence, provided the request is made in advance. Annual leave cannot be substituted retroactively for sick leave previously taken as a means of avoiding a forfeiture of annual leave at the end of the leave year.



## SECTION 3. SICK LEAVE

3.1. Sick leave is for absences due to illness, injury, examinations, and treatment by a physician, exposure to a contagious disease, or illness of a family member with a contagious disease or for purposes relating to the adoption of a child.

### 3.2. Eligibility

3.2.1. Sick leave is earned by all regular employees while in a pay status, excluding overtime. There is no qualifying period for the crediting of sick leave.

3.2.2. . Sick Leave Accrual. Sick leave is earned at the rate of 5 percent times the hours in a pay status, excluding overtime, up to a maximum of 40 hours per week, or eighty hours per biweekly pay period.

3.2.3. Accumulation of Sick Leave. There is no limit on the amount of sick leave an employee may accumulate and carry forward from one year to another. All accumulated sick leave is carried in the employee's leave record until it is used by the employee, or until the employee separates from employment.

3.2.4. If illness occurs during a period of annual leave, approved sick leave may be substituted for annual leave.

## SECTION 4. LWOP

4.1. LWOP is a temporary non-pay status and an authorized absence from duty granted upon the employee's request, or when the employee has insufficient annual or sick leave, or compensatory time available to cover an approved absence.

4.2. An employee does not have to exhaust annual leave before requesting LWOP. LWOP cannot be imposed as a penalty, nor can an employee be required to apply for LWOP in lieu of suspension.

4.3. The granting of LWOP is a matter of administrative discretion.

4.4. Up to and including 30 calendar days of LWOP is approved at the Activity organizational level. LWOP over 30 calendar days is approved at the Squadron organizational level.

4.5. LWOP is charged in 15-minute increments.

## SECTION 5. AWOL.

5.1. AWOL is an unauthorized absence from duty or for which leave is denied. This is a non-pay status. These unauthorized absences may form the basis for disciplinary action.

## SECTION 6. COURT LEAVE

6.1. Court leave is an authorized absence from duty without loss of pay or charge to annual leave to perform jury duty in a federal, state, or municipal court or to serve in an unofficial capacity as a witness on behalf of the U.S. Government, the District of Columbia, or state or local government. All regular employees are eligible for court leave.

6.2. Court leave is granted for absence during an employee's regularly scheduled tour of duty. It is granted only for those days and hours the employee would otherwise be in a pay status.

6.3. An employee is not granted court leave for jury or witness duty performed within a period of non-pay status.

6.4. Employees assigned to night shifts are granted court leave comparable with employees assigned to regular day shift work. Since jury duty generally requires an employee's presence in court during daytime hours, an employee scheduled to work at night is granted court leave during the days on which the night shift begins or ends. If he or she works during part of the regularly scheduled night shift, only that part of the regularly scheduled shift during which the employee is absent is charged to court leave. If he or she works his or her regular night shift, no court leave is charged.

6.5. Return to Duty Upon Release by Court. An employee properly summoned to serve on a jury is under the jurisdiction and control of the court for the term of the jury service. However, an employee is expected to return to duty during periods when he or she is excused from jury duty unless this would be impractical.

## SECTION 7. ADMINISTRATIVE LEAVE

7.1. Administrative leave is an absence from duty when employees are released because all or part of an activity is closed or it is in the public interest. Employees affected by these actions are usually excused without loss of pay.

## SECTION 8. EXCUSED ABSENCES

8.1. Excused absence is an administratively authorized absence from duty without loss of pay or charge to leave. Excused absence differs from administrative dismissal in that it normally addresses individual employees excused for non-mission related emergency reasons, such as notification periods prior to a removal action, or for reasons the government encourages such as voting, etc. as approved by the supervisor.

## SECTION 9. CREDIT FOR MILITARY TRAINING

9.1. Civilian employees of NAFIs called to active duty for short periods of time (NTE six weeks) with Reserve components of the U.S. Armed Forces continue to accrue annual leave hours during such periods. Nonduty time while in Reserve components is not creditable.

10. NAF leave policies, practices and procedures will be consistent with this article and the provisions of AFMAN 34-310, 28 September 2011, Chapter 14.

## ARTICLE 21

### VOLUNTARY ALLOTMENT OF UNION DUES

SECTION 1. The employer shall continue to deduct Union dues from the pay of employees subject to the following provisions:

1.1. The union will provide Standard Forms 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues," to eligible members desiring to authorize an allotment for withholding of dues from their pay.

1.2. The appropriate Local union official will certify on each Standard Form 1187 that the employee is a member in good standing in the union, insert the amount withheld and submit completed Standard Forms 1187 to the Civilian Payroll Office or NAF Human Resources.

1.3. The appropriate Local union official will notify the Civilian Payroll Office or NAF Human Resources when the local's dues structure changes. The change will be effected at the beginning of the first full pay period after receipt of such notice.

1.4. Allotments will be effective at the beginning of the first full pay period after receipt of Standard Form 1187 by the Civilian Payroll Office.

1.5. The union will promptly notify the Civilian Payroll Office or NAF Human Resources, in writing, when a member of the union ceases to be a member.

1.6. The Agency will submit an alphabetical listing of the members and amounts withheld. The list will also include the names of those employees for whom allotments have been permanently or temporarily stopped and the reason therefore (e.g., moved out of the Unit, separation or insufficient income during pay period.) If an employee is in LWOP status, they will be counseled they may pay union dues directly to the union Secretary/Treasurer and upon returning to work dues will be again withheld. Employees in the bargaining unit who become ineligible for inclusion in the bargaining unit should notify their servicing Civilian Payroll Office or NAF Human Resources. However, in the event union dues were erroneously withheld for an employee whose allotment eligibility has ceased, it is the employee's responsibility to ensure cancellation of the allotment.

1.7. A bargaining unit member may voluntarily revoke an allotment for the payment of dues by filling out a Standard Form 1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues," and submitting it directly to the union President or designee. The union president or union secretary/treasurer will initial the form and then forward the form to the Civilian Payroll Office or NAF Human Resources. If the Standard Form 1188 is submitted to the Civilian Payroll Office or NAF Human Resources, which will provide the Local appropriate notification and/or a copy of the revocation. After receipt of such notice, revocation will become effective as of the first full pay period following the anniversary date of the employee's authorization of dues withholding. This time limitation will not apply to members whose bargaining unit status has changed rendering them ineligible for membership. The duplicate copy of the Standard Form 1188 completed by the member will be used for this purpose.

1.8. Management agrees to provide this service without charge to the union or members and to continue this service regardless of contract status consistent with current federal law and government wide regulation as long as the union holds exclusive recognition.

## **ARTICLE 22**

### **USE OF OFFICIAL FACILITIES AND SERVICES**

#### **SECTION 1. SPACE/EQUIPMENT**

1.1 Management agrees to provide to the union space at the activity to be used for a union office and utility services, including:

1.1.1. One (1) DSN telephone line, in accordance with appropriate laws, rules and regulations.

1.1.2. Internet access provided the internet is used for official union business only. Violation of this provision will result in termination of internet service.

1.2. Management will additionally designate conference room space for union official meetings. The union must reserve space for large meetings and membership drives catering to thirty (30) individuals or more.

#### **SECTION 2. INTERNALMAILSERVICE**

2.1. Internal base snail mail as well as electronic mail maybe used for official correspondence between the parties and employees as pertains to official grievances and other matters concerning conditions of employment.

2.2. Membership material, newsletters, informational material, etc., will not be sent through internal mail service to include electronic mail.

2.3. Internal union business will be protected for privacy and will not be violated.

#### **SECTION 3. BULLETIN BOARDS**

3.1. The employer agrees to provide bulletin board space for the union's use. Union bulletin board space will be a minimum of 30" x 40" in size per facility where bargaining unit employees are assigned.

3.2. Bulletin board space will be used by members of the union for posting of union literature such as correspondence and notices that pertain to personnel policies, working conditions and other personnel matters that the union believes are important to bargaining unit employees.

3.3. The Union shall maintain union bulletin board space in a current and orderly condition.

#### **SECTION 4. COPIES OF AGREEMENT**

4.1. The employer will ensure that copies of this agreement are provided to all bargaining unit members via electronic media and posted and maintained on the employer's SharePoint site.

#### **SECTION 5. IN PROCESSING**

5.1. The Civilian Personnel Flight will ensure during the in processing of new employees of Columbus Air Force Base that a copy of the union Information Release Form is given to employees.

5.2. After employees complete the form, it will be returned to AFGE Local 1296 by the Civilian Personnel Flight.

## SECTION 6. POLICY

6.1. The union has access through the internet service provided to Office of Personnel Management and Merit Systems Protection Board publications, including regulations supplements and classification standards as well as current and future Agency and Activity policy directives, regulations, etc., relating to unit employees or their working conditions and of all Agency instructions, reports or listings relative to the Labor- Management Relations Program. This does not require release of intra-management communications protected from release from the Freedom of Information Act or Title 7, CSRA.

## SECTION 7. BASE PHONE BOOK

7.1. The employer agrees to publish the union office location and phone numbers in the base phone book and other directories under the heading/identifier AFGE Local 1296 Union Office.

## **ARTICLE 23**

### **NEW EMPLOYEE ORIENTATION**

#### **SECTION 1. ORIENTATION OF NEW EMPLOYEES**

1.1. The Employer will inform new employees that Local 1296 is the exclusive representative of employees in the bargaining unit.

1.2. Each new employee will be advised he or she can receive an electronic copy of this Agreement upon request from any union official or the base Labor Relations Office, download, or download an electronic copy from the base SharePoint site.

1.3. The employer will provide the union sufficient notice of upcoming employee orientations in order to afford the union an opportunity to speak to new employees.

#### **SECTION 2. MONTHLY LIST OF NEW EMPLOYEES**

2.1. The employer shall furnish the President of the union on a monthly basis or upon request, the following information regarding employees of the bargaining unit. This information may be sorted based on the date Employees in-processed.

Full Name  
Position Title and Grade  
Date arrived Personnel Office Duty Phone  
Unit  
Office Symbol

## **ARTICLE 24**

### **TOBACCO POLICY**

#### **SECTION 1. TOBACCO USE**

1.1. Current policy prohibits Air Force personnel from using any form of tobacco products (to include smokeless) in any facility on Columbus AFB. It does not cancel or supersede other instructions that control tobacco use because of fire, explosive or other safety hazards, or in areas where minors are present.

1.2. Management has designated outside covered tobacco use areas and located in areas where non-smokers will not be exposed. These areas will also be opened to non-smokers or smokers alike. Appropriate containers will be available to dispose of tobacco products. Users will perform clean up and sanitation of the designated tobacco use areas.

1.3. New personnel will be briefed during in processing and frequent reminders should also be issued as required.

1.4. The employer will resolve conflicts due to the provisions of this guidance, in favor of the non-tobacco user.

1.5. The Employer will make available tobacco cessation programs. Employees who desire to participate in employer-sponsored tobacco cessation programs can be considered to be on duty to participate for one full program, which may include several sessions. Subsequent programs will be attended on the Employee's own time, annual leave or leave without pay.

**ARTICLE 25**  
**DRUG TESTING**

**SECTION 1. REGULATIONS**

1.1. Drug testing will be done in accordance with AFI 44-107, Air Force Civilian Drug Demand Reduction Program and in accordance with Federal Drug Testing Program.

**SECTION 2. PROCESSES AND PROTECTIONS**

2.1. The employer will notify all employees in Testing Designated Positions (TDPs) no later than when they are in-processing.

2.2. Employees will receive and sign a notice indicating they are aware they are in a TDP and agree to submit to testing requirements outlined in Department of Defense and Air Force procedures.

2.3. Bargaining unit employees when notified to submit to testing and during any follow-on meetings, actions, etc. are entitled to union representation throughout the drug testing process and any follow-on administrative actions in accordance with the FSLMRS.

2.4. Employee's with reported positive specimens will be contacted by the MRO to discuss the positive specimen and obtain additional information.

2.5. Should an employee's specimen be reported as positive for any of the drugs identified as inconsistent with federal civilian government service the cognizant management officials will be notified as well as the employee's supervisor. The employee will be referred to the Alcohol and Drug Abuse Prevention and Treatment Office (ADAPT) or the Employee Assistance Program (EAP) for substance abuse evaluation, counseling and rehabilitation as appropriate.

2.6. Employee's not terminated for testing positive on a drug test will be permitted up to one (1) hour of excused absence for each counseling session. Up to four (4) hours will be permitted during the initial assessment and referral. Absence during duty hours for subsequent rehabilitation or treatment will be charged to the appropriate leave category according to Air Force leave regulations.

2.7. Employees may request protection in accordance with the safe harbor provisions of the Federal Drug Testing Program regulations. Employees to participate in this program must have voluntarily identified themselves as a user of illegal or controlled substances prior to being identified by other means; obtain counseling and rehabilitation through the EAP; and thereafter refrain from using illegal or controlled substances. Employees participating in this program will be subject to random unannounced drug testing.



## ARTICLE 26

### STAFFING POSITIONS AND SELECTING CANDIDATES

#### SECTION 1: EMPLOYMENT PROCEDURES

##### 1.1. Qualification Requirements:

1.1.1. Qualification standards are the minimum experience, training, education, and physical requirements needed to perform the duties of the position involved, in a satisfactory manner. Job qualification requirements must be based on factual job duties and established in a manner that encourages completion for the job with the goal of hiring the most qualified person available. In applying physical standards, the employee must be able to perform his or her duties in a satisfactory manner and without hazard to self or others.

##### 1.2. Employment Requirements.

1.2.1. To ensure the most suitable and qualified persons work in NAFIs at all levels depending on the nature and extent of responsibilities of the position being filled.

##### 1.3. Methods of Filling Positions.

1.3.1. Positions may be filled by promotions, reassignments, management reassignments, details, changes to lower grade or pay band, or recruitment from outside sources.

##### 1.4. Probationary Period.

1.4.1. The probationary period tests the employee's ability, suitability, and fitness for the job, as shown by actual job performance. During this period, the employee's conduct and performance are observed, and he or she may be separated if conditions warrant. The NAF-HR processes a personnel action upon satisfactory completion of the probationary period.

1.5. NAF employment practices, processes and procedures will be consistent with the provisions of AFMAN 34-310, Chapter 4.

**NO NAF ARTICLE 27**

## **ARTICLE 28**

### **GOVERNMENT TRAVEL CARD**

#### **SECTION 1. REQUIREMENTS**

1.1. The use of the Government Travel Card (GTC) is mandatory for employees conducting official travel on behalf of the Air Force. Members performing frequent official travel will be required to obtain a card and will use the card on all official travel for, as a minimum, airfare, lodging and rental cars. Bargaining unit members will use split disbursement to pay for these three expenditures. Bargaining unit members will make their government travel arrangements through the federal government identified travel agency.

#### **SECTION 2. LIMITATIONS**

2.1. Bargaining unit members will not use their GTC for any personal, non-travel related expenses. Bargaining unit members will be responsible for timely payment in full of all GTC outstanding expenses on their monthly statements. Delinquent employees may be subject to disciplinary actions IAW AFI 36-704 and Article 15 of this Agreement.

#### **SECTION 3. REPRESENTATION**

3.1. AFGE Local 1296 will be permitted review all GTC disciplinary actions taken against bargaining unit employees on an annual basis. Management will keep current unit Travel Card Monitors current and advise bargaining unit members they may deactivate the card once travel is completed.

## **ARTICLE 29**

### **ELECTRONIC SCANNING DEVICES**

#### **SECTION 1. USE OF ELECTRONIC SCANNING DEVICES**

1.1. The use electronic scanning devices at the gates is a component of internal security for entry onto the installation.

1.2. In cases of non-criminal denials of bargaining unit employees, Security Forces will contact the Civilian Personnel Flight (CPF) as soon as practical (or at the beginning of the next duty day if at night or on a weekend or holiday) of the denial. The CPF will in-turn review the pay status of the employee resulting in the denial of entry into their place of work. In the case of an erroneous denial, the employee will be placed in an excused absence status for the hours they would normally have worked during the period of the denial.

**NO NAF ARTICLE 30-32**

## **ARTICLE 33**

### **OFFICIAL RECORDS**

#### **SECTION 1. OFFICIAL PERSONNEL RECORDS**

1.1. 5 CFR Part 293, Personnel Records will control the creation, maintenance, use and destruction of employee official personnel records.

1.2. Each employee and/or the employee's representative who has been designated in writing will, upon written request, be granted access to their Official Personnel File (OPF) containing personnel records pertaining to the employee. Employees have access to their Official Personnel File (OPF) containing all official personnel documents through EOPF, which permits printing and saving documents.

1.3. Any record, which is not available to the employee, or his or her representative who has been designated in writing for inspection and review will not be made available to any unauthorized person(s) for inspection, review, or duplication. Such information will be made available to authorized persons only for official use as provided for in the Privacy Act of 1974.

#### **SECTION 2. SUPERVISOR'S EMPLOYEE BRIEF AF-971**

2.1. AF-971 is an Air Force approved file containing employee records to include but not limited to performance, attendance and counseling documents and records. AF-971 is maintained in accordance with Air Force regulation AFI-36-106 and the Privacy Act of 1974. The employer will purge AF-971 records in accordance with OPM and AF record retention regulations except as provided for in Section 3.

2.2. Any material the employer intends to place in the AF-971 must be shown to the employee prior to placement in the file, and the employee will be provided an opportunity to copy such material at his request for his or her own records.

#### **SECTION 3: SUPERVISORY NOTES**

3.1. Supervisors may make and maintain notes on employee is used solely as "memory joggers" not to be disseminated and to remain in the possession of the originator. The employer will show the employee any memory jogger to the employee within fifteen calendar days or as soon as practicable after the notation is made. The employer will maintain these notes until the end of the performance management-rating period.

## **ARTICLE 34**

### **PUBLICATION AND DISTRIBUTION**

#### **SECTION 1. PUBLICATION**

1.1. Copies of the Agreement will be published (printed and e-published) by the employer at no cost to the union and bargaining unit employees sufficient that all bargaining unit employee will have access to the content of the Agreement.

#### **SECTION 2. PRINTING OF THE AGREEMENT**

2.1. The Agreement will be printed or copied on an 8 ½" X 11" format.

2.2. The employer will e-publish the Agreement on the employer's electronic systems permitting bargaining unit employees issued employer provided electronic technology access to the Agreement.

2.3. The Agreement will be printed and published as soon as practical after approval by Agency Head review. The employer will make every reasonable effort to print and publish the Agreement within 90 calendar days of Agency Head approval.

#### **SECTION 3. DISTRIBUTION**

3.1. The employer will print and will make available five hundred (500) printed copies of the Agreement to the Union and print sufficient copies for the union to provide a printed copy to each new bargaining unit employee. The union will distribute the Agreement to each current and new bargaining unit employee or an employee may elect to receive an e-published copy of the Agreement. The employer and the union will make available e-published replacement copies at bargaining unit employee request.

## **ARTICLE 35**

### **DRESS AND APPEARANCE**

#### **SECTION 1. PROFFESIONAL IMAGE**

1.1. Employee dress and appearance will be consistent with the requirements outlined in Civilian Conduct and Responsibility AFI36-703, February 2014.

1.2. The dress code provisions of this regulation are subject to the terms and conditions of the Religious Freedom Restoration Act of 1993, 42 USC § 2000.



## ARTICLE 36

### DURATION AND EXTENT OF AGREEMENT

#### SECTION 1. EFFECTIVE DATE AND TERM

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

1.2. The Agreement will remain in effect for four (4) years from the date of signatures by both parties.

1.3. The Agreement will be renewed for an additional four (4) year period on each fourth anniversary date thereafter unless between one hundred twenty (120) and sixty (60) calendar days prior to each fourth anniversary date either party provides written notice to the other of its desire to amend or modify the Agreement. When notice is given, the Agreement will remain in full force and effect until the changes are negotiated and approved.

1.4. Should the Agency Head disapprove an article or a section of an article the remainder of the Agreement will become effective on the date the Agency Head approves the remainder of the Agreement or on the 31 day following the execution of the Agreement.

#### SECTION 2. AMENDMENTS AND SUPPLEMENTS

2.1. The Agreement may be supplemented as follows:

2.1.1. The parties may augment this Agreement by entering into MOAs, MOUs or similar supplements as long as the supplements are not contradictory or conflict with the provisions of this Agreement.

2.1.2. Within a reasonable time after the enactment of any new law or regulation of appropriate authority affecting the provisions of this Agreement. A proposal by either party to negotiate such supplements will cite the pertinent law or regulation and the article(s) of this Agreement that may be affected. When such a proposal is submitted, representatives of the employer and the union will meet within fifteen (15) calendar days to negotiate the requested r supplements.

2.2. The Agreement may be amended as follows:

2.2.1. After the second and the six anniversary, date if the Agreement is extended for eight years, either party may request to open no more than five articles for negotiation. The parties will enter into negotiations within sixty (60) calendar days using provisions in the Agency Head approved Ground Rules Agreement.

2.3. Amendments and supplemental agreements will be subject to Agency Head Review in accordance with 5 U.S.C. § 7114(c), and are effective on the date approved by the Agency head if approval is within 30 days following execution of the amendment or supplemental agreement; or, on the 31st day following execution of the amendment or supplemental agreement if neither approved or disapproved by the Agency Head in accordance 5 U.S.C. § 7114(c).

CONTRACT CERTIFICATION

The parties hereby certify the negotiated agreement between the 14th Flying Training Wing and the American Federation of Government Employees (AFGE), Local 1296 has been reviewed in its entirety; the articles contained therein were negotiated between April 2016 and June 2018, and ratified by the union membership on 19 July 2018.

APPROVED

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Commander, 14<sup>th</sup> Flying Training Wing

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President, AFGE Local 1296

DATE 7/19/2018