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PREAMBLE

In accordance with the provisions of Public Law 95-454, as amended, the following agreement is entered into by March Air Reserve Base (ARB), hereinafter referred to as the "Employer", and the American Federation of Government Employees, AFGE Local 3854, hereinafter referred to as the "Union", collectively referred to as the "Parties".

The Employer recognizes the right of employees to organize and express their views. The Employer further recognizes that participation of employees in the formulation and implementation of personnel policies affecting them contributes to the effective administration of the Air Force and is in the public interest. The well being of the employees requires orderly, constructive, and cooperative relationships be maintained by both union and management officials.

The Employer and the Local pledge their active support in efforts to eliminate waste; combat absenteeism; conserve materials and supplies; ensure timely completion of work; improve the quality of workmanship; encourage the submission of suggestions for work improvements and cost reduction ideas; prevent accidents; promote equal employment opportunity; and strengthen and foster good relations among the Employer, the Local, employees, and the local community.

The provisions of this agreement are deemed to be separable to the extent that if any portion of this agreement is determined to be, or becomes in conflict with any law, rule, or regulation, such a decision will not affect the remaining provisions of this contract. If a change in a law, rule, or regulation occurs, Impact and Implementation (I&I) bargaining will be accomplished before implementation of the change.

Now, THEREFORE, the Parties hereto agree as follows:

Article 1

DEFINITIONS

Definitions for the purpose of this agreement are as follows:

a. **ACTIVITY MANAGEMENT** – The installation commander, management officials, supervisors, and other representatives of the Employer having authority to act for the Employer.

b. **ADVERSE ACTION** – A removal, reduction-in-grade, suspension for more than fourteen (14) days, reduction-in-pay, or furlough of thirty (30) days or less.

c. **AFI** – Air Force Instruction

d. **AGENCY** – An executive agency as defined in Title 5, United States Code (U.S.C.), Section 7103(a)(3).

e. **ART** – Air Reserve Technician

f. **CONDITIONS OF EMPLOYMENT** - Personnel policies, practices, and matters whether established by rule, regulations, or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters --

1. Relating to political activities prohibited under subchapter III of Chapter 73 of Title 5, U.S.C.,

2. Relating to the classification of any position, or

3. To the extent such matters are specifically provided for by Federal statute.

g. **DAYS** – Calendar days unless indicated otherwise.

h. **DOD** – Department of Defense

i. **EMERGENCY** – To take whatever actions may be necessary to carry out the agency mission during emergencies.

j. **EMPLOYEE** – An individual who is employed by the Employer and is part of the certified and recognized exclusive bargaining unit.

k. **EMPLOYER (Activity)** – March Air Reserve Base (MARB), CA.

l. **FAMILY MEMBER** – Includes the employee’s spouse, spouse’s parents, children of the employee and their spouses; employee’s brothers and sisters and their spouses;

parents; and any other individual related by blood or affinity whose close relationship to the employee is the equivalent of a family relationship.

m. FURLOUGH – The placing of an employee in a temporary status without duties and pay because of lack of work or funds or other non-disciplinary reasons.

n. MANAGEMENT OFFICIAL – An individual employed by the Employer in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the Employer.

o. OPM – Office of Personnel Management

p. SENIORITY – Time the employee started his current continuous period of creditable Federal employment, plus any previous periods of creditable service. This time shall be the Service Computation Date (SCD).

q. SUPERVISOR - An individual employed by the Employer having authority in the interest of the Employer to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees; to adjust their grievances; or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes firefighters or nurses the term “supervisor” includes only those individuals who devote a preponderance of their employment time in exercising such activity.

r. SUSPENSION - The placing of an employee for disciplinary reasons in a temporary status without duties or pay.

s. UNACCEPTABLE PERFORMANCE - Performance of an employee which fails to meet established performance standards in one or more critical elements of such employee’s position.

t. UNION – American Federation of Government Employees, AFGE Local 3854.

u. UNION OFFICIAL – The Union President, elected officials, appointed representatives, and other representatives of the employee organization having authority to act for the Union.

v. WORKING CONDITIONS – A state of physical condition or readiness for use in the accomplishment of a specified task, duty, function, or assignment. It includes, but is not limited to, items such as work areas, heights, temperature, and weather, creature comforts, use of equipment, suitability of tools provided, transportation, and time.

Article 2

RECOGNITION AND UNIT DESIGNATION

SECTION 1: The Employer hereby recognizes that the Union is the exclusive representative of all employees in the unit, as defined in Section 2 below, and the Union recognizes the responsibilities of representing the interests of all such employees, without discrimination, and without regard to union membership, with respect to grievances; personnel policies, practices, and procedures; or other matters affecting their general working conditions.

SECTION 2: This agreement applies to all employees paid from Appropriated Funds and located at March ARB, CA, who are serviced by the Civilian Personnel Flight, March ARB, CA. **EXCLUDED:** Professionals; managers; supervisors; non-appropriated fund employees; confidential employees; employees engaged in administering the Labor Relations Program; employees engaged in intelligence, counter-intelligence, investigative, or security work affecting national security; employees engaged in audit or investigative functions relating to individuals included in the unit; and employees engaged in personnel work in other than a clerical capacity.

Article 3

DURATION OF AGREEMENT

SECTION 1: This agreement will remain in full force and effect for three (3) years from the date of approval by DOD. DOD shall approve/disapprove the agreement within thirty (30) days from the date the agreement is executed. If they do not approve or disapprove the agreement within the thirty (30) day period, the agreement shall be binding on the agency and the Union. If any portion of the agreement is disapproved by DOD, the remaining portions of this agreement shall be binding. However, either Party may give written notice of its intention to reopen and amend or modify this agreement, not to exceed four articles by either Party, not more than ninety (90) nor less than thirty (30) days prior to the eighteenth month after the date of approval.

SECTION 2: Either Party may give written notice to the other, not more than ninety (90) nor less than sixty (60) days prior to the three (3) year expiration date, for the purpose of renegotiating this agreement.

SECTION 3: If neither Party serves notice to renegotiate this agreement, the agreement shall be automatically renewed for a three (3) year period, subject to the other provisions of this Article.

SECTION 4: It is further agreed that the above does not preclude the Parties from meeting at reasonable times and convenient places as frequently as may be necessary to negotiate in good faith efforts and reach agreement with respect to changes in conditions of employment, laws, regulations, personnel policies and practices during the life of the agreement.

Article 4

EMPLOYEE RIGHTS

SECTION 1: Each employee has the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise provided in Title 5, U.S.C., Chapter 71, the right to assist a labor organization extends to participation in management of the organization and acting for the organization in the capacity of organization representative, including presentation of its views to officials of the Executive Branch, Congress, or other appropriate authority. The Employer shall take action required to assure that employees in the unit are apprised of their rights under this section and that no interference, restraint, coercion, or discrimination is practiced within the unit to encourage or discourage membership in the labor organization.

SECTION 2: Section 1 of this article does not authorize participation in management of a labor organization or action as a representative of such an organization by a supervisor, or by an employee when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

SECTION 3: It is agreed the employee has the right to communicate/visit with officials of various organizations to conduct official business, provided the employee requests permission from the supervisor. Their supervisor will arrange for the opportunity to do so within a reasonable time.

Article 5

EMPLOYER RIGHTS

Nothing in the agreement shall affect the authority of any management official of the Employer:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and

b. In accordance with applicable laws:

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

2. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Employer operations shall be conducted;

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

Article 6

UNION RIGHTS

The following are some, but not all, of the Union's rights and duties as provided for in 5 U.S. C. Chapter 71.

SECTION 1: REPRESENTATION RIGHTS: Section 7114(a) (1) of 5 U.S.C. states:

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

SECTION 2: FORMAL MEETINGS AND WEINGARTEN RIGHTS: Section 7114 (a)(2) of 5 U.S.C. states:

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

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

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

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

(ii) the employee requests representation.”

SECTION 3: PRODUCTION OF DOCUMENTS AND DATA: Section 7114(b)(4) of 5 U.S.C. states:

“(b) The duty of an agency and an exclusive representative to negotiate in good faith under subsection (a) of this section shall include the obligation—

(4) in the case of an agency, to furnish to the exclusive representative involved, or its authorized representative, upon request and, to the extent not prohibited by law, data-

(A) which is normally maintained by the agency in the regular course of business;

(B) which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and

(C) which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining...”

The Activity and the Union agree that the following procedures will be followed for the handling of Union data requests under Title 5, United States Code, Section 7114(b)(4):

(a) The Union will address all requests for data, in writing, to the Activity's Labor Relations Officer. To the extent possible, the Union will identify the particularized need for the data in its data request.

(b) The Activity will respond, in writing, to the Union's request within ten (10) workdays after receipt of the request by addressing the following issues:

1. Whether the specific data requested exists;
2. Whether or not it will be provided as requested;
3. Whether clarification from the Union is required;
4. Whether or not the release of the information is precluded by law, and, if so, a statement of the reason(s);
5. Whether the Activity has any countervailing interests in non-disclosure; and
6. Offer to and/or initiate a meeting and/or a telephone conference if it would assist in resolving any issue arising from the request.

SECTION 4: The rights of the Union under this Article shall not be construed to preclude an employee from:

a. Being represented by an attorney or other representative, other than the exclusive representative, of the employee's own choosing in any grievance or appeal action; or

b. Exercising grievance or appellate rights established by law, rule, or regulation; except in the case of grievance or appeal procedures negotiated under this agreement.

Article 7

MATTERS SUBJECT TO NEGOTIATION

SECTION 1: All negotiations will be accomplished in accordance with Chapter 71, Title 5, Executive Order, law, rule, or regulation while it is in existence. Examples of matters subject to negotiation will include, but are not limited to the following:

- a. The numbers, types and grade of employees, or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work.
- b. Procedures which management officials observe in exercising any authority, or
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority by such management officials.
- d. The Union will be granted consultation rights by management with respect to any government wide rule or regulation issued by the agency effecting any substantive change in any condition of employment.
- e. The Union reserves the right to bargain any change of employment which is allowable by law.

SECTION 2: In the case of the Employer to furnish the Union (in accordance with Article 6 Section 3), or its authorized representative, upon request and, to the extent not prohibited by law, data which:

- a. is normally maintained by the Employer in the regular course of business;
- b. is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
- c. does not constitute guidance, advise, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

SECTION 3: The Employer agrees to consult with the Union prior to implementing changes which affect conditions of employment that are not specifically covered by the agreement and are not in conflict with this agreement.

- a. The Parties will give the appointed representative a receipted written notification of any proposed changes which affect working conditions of bargaining unit employees, as described in Section 1 of this Article, a minimum of fifteen (15) workdays prior to the proposed implementation.

b. If either Party wishes to negotiate concerning any matter(s) which affect the working conditions, personnel policies, practices, and/or procedures which impact employees, the Parties will submit a written notice to negotiate within five (5) work days of the date of notification, and will meet within this five (5) workday period for clarification, if needed.

c. The Parties will meet to exchange written proposals within five (5) workdays of the notice to negotiate. The Parties agree that any proposals or counter-proposals submitted in the context of impact and implementation bargaining will be related to the proposed change(s).

d. The Parties will then meet within five (5) workdays to reach agreement with respect to the matters proposed pursuant to the obligations set out in the Article.

e. Reasonable extensions of time under this Article will be made for good cause shown, such as delays in receipt of necessary and relevant information. However, this shall not impede the Employer in the exercise of its' management rights.

f. If agreement is reached to execute on the request of any Party to the negotiation a written document embodying the agreed term and to take such steps are necessary to complete such agreement.

Article 8

DUES WITHHOLDING

SECTION 1: The Union will purchase SF-1187, Request for Payroll Deductions for Labor Organization Dues, and will distribute it to eligible employee members who want to authorize an allotment.

SECTION 2: Members will return the form to the Union after completing Section B.

SECTION 3: The Union may submit an allotment at any time and is responsible for submitting the completed and certified SF-1187 to the Civilian Payroll Office. Allotments will be effective on the first complete biweekly pay period after a properly completed and signed form is received by the Civilian Payroll Office.

SECTION 4: A biweekly remittance check will be prepared by the Civilian Payroll Office at the close of each pay period for which deductions are made. The check, along with statistical runs, will be mailed to an addressee designated by the Union.

SECTION 5: Each remittance check will be accompanied by a listing of the names and amounts withheld.

SECTION 6: The Union will authorize a multiple dues structure for its members. The amount of the employee's dues allotments within the multiple dues structure may be changed not more than once in each twelve-month period.

SECTION 7: An allotment shall be terminated:

- a. When the employee leaves the unit as a result of any type of separation, transfer, or other personnel action;
- b. Upon loss of exclusive recognition by the Union; or
- c. When the agreement providing the dues withholding is suspended or terminated by an appropriate authority outside the DOD.

SECTION 8: The Union will promptly notify the Civilian Payroll Office, in writing, when a member of the Union is suspended, expelled, or ceases to be a member in good standing. Upon receipt of such notice, the Civilian Personnel Office will terminate the allotment as of the- next complete pay period.

SECTION 9: Allotments are automatically stopped beginning the first pay period after the FLRA determines that the Union is no longer eligible for exclusive recognition.

SECTION 10: An employee may voluntarily revoke an allotment for the payment of dues by completing SF-1188 Cancellation of Payroll Deductions for Labor Organization

Dues, or other written notification signed by the employee. Such requests must be coordinated with the Union prior to submission to the Civilian Payroll Office. Allotments may not be revoked for a period of one (1) calendar year from the date of signature. Revocation will not be effective until the first full pay period beginning one (1) calendar year after the date the employee signs the authorization. If the allotment is not revoked at the end of the first year, an employee must wait until their next anniversary date. This revocation will be effective with the first full pay period beginning on or after the employees anniversary date provided the revocation. Is received in the Civilian Payroll office prior to (no earlier than 30 days) or on the anniversary date. The Civilian Payroll Office will forward copy 2 of the completed SF 1188 to the Union.

SECTION 11: If this agreement is not renewed or renegotiated by the termination date because of a third Party proceeding involving a negotiability dispute, impasse, or a unit representation question, dues withholding in effect is continued until the matter is resolved.

Article 9

USE OF OFFICIAL FACILITIES

SECTION 1: Subject to safety and security regulations, office space will be made available in the South side of Building 466 for use of the Union including utility services. Such space will be maintained without damage and will be restored in a state of good order by the Union after use. If the Employer finds it necessary to move the occupants from Building 466 for any reason, the Employer will provide comparable (size and condition) accommodations at another location and will incur all moving expenses. The agency will provide the Union not less than thirty (30) days written notice of its intent to move the Union.

SECTION 2: A Class "A" [Defense Switched Network (DSN)] telephone line will be provided in the Union office at Employer expense (installation and monthly charge). However, the Union must install their own commercial telephone line for use in making long distance calls. In addition, the Employer will provide to the Union Local Area Network (LAN) access.

SECTION 3: Three (3) reserved parking spaces will be provided adjacent to the facility in which the Union office is located.

SECTION 4: The Employer will provide the Union with one (1) 486 computer with CD ROM capability, and printer to research and print Government regulations. In addition, Employer will provide Union with one (1) copy machine with collating capability. The minimum copy allocation will apply to this copy machine. Any copies over the established minimum will be charged back to the Union for payment. Both copier and computer will be for Official Government related Use Only.

SECTION 5: SECURITY OF UNION OFFICE: When possible the Employer will contact the Union President or his/her designee before allowing anyone access to the Union office. Access to the Union office by non-Union officials must be coordinated with a Union Representative and must be given only with a Union Representative present.

Article 10

PUBLICITY

SECTION 1: Representatives of the Union may post notices on bulletin boards in areas where civilians are employed subject to the following:

- a. Posting will be limited in area to not more than 24 x 24 inches.
- b. Union representatives will coordinate with the individual responsible for maintenance of each bulletin board prior to making changes.
- c. Postings will be maintained in a neat and orderly manner.
- d. Maintenance of referenced bulletin boards will not be accomplished by Union members in a duty status.
- e. Location and current listings of personnel responsible for bulletin boards will be furnished to the Local by the Employer and kept current (semi-annually).

SECTION 2: The Employer agrees to provide Local Area Network (LAN) access to allow access to AF publications. Local supplements to the above regulations or manuals will be discussed with the Union before publication.

SECTION 3: The Employer agrees to include, in issues of the CPO Newsletter, timely statements as to the recognition granted the Union and the names, locations, and telephone numbers of the Union's officers. Employer will publish all telephone listings of Union officials and stewards in its telephone directory.

SECTION 4: The Employer agrees to permit distribution by the Union of notices and circulars sponsored by the Union to all employees in the unit providing the distribution is made during off duty hours to the persons concerned.

SECTION 5: New employees, as a part of the orientation process, will be advised of the existing agreement and of their unrestrained right to join or refrain from joining a union.

SECTION 6: The Employer agrees to permit the Union to place notices of meeting and other pertinent bulletins in the unofficial portion of the Base Bulletin, space permitting.

SECTION 7: The Employer agrees that until a valid, timely challenge has been presented and rules governing campaigning established, it shall give no assistance to any other employee organization for the purpose of aiding such organization to solicit membership.

Article 11

COMMITTEES

SECTION 1: The Parties agree that no group or committee, whose aims are to duplicate or take over the functions reserved for the Union under the law or this agreement, shall be established at this Activity.

SECTION 2: The Employer agrees that the Union will be permitted active participation on Activity standing committees as set forth in the various articles of this agreement. Participation on any other standing committees which impact on unit employees will be subject to negotiations.

Article 12

LABOR-MANAGEMENT PARTNERSHIP

March ARB and AFGE Local 3854 agree to build and maintain a better working relationship through use of processes established through partnership. The Parties are committed to work cooperatively and recognize their roles as partners within the framework of mutual respect, acceptance, shared responsibility and accountability, joint training and interest based problem solving.

DETERMINATION AND USE OF PARTNERSHIP

The Parties agree to present issues affecting the bargaining unit employees of March ARB for discussion. The Parties may elect to use either the Partnership Council or traditional methods for resolution after a brief discussion of the issue. The following describes the operation of the Partnership Council:

OBJECTIVES:

1. To involve management and the Union as full partners to identify problems and develop and implement solutions to accomplish the mission of March ARB.
2. To promote interest based bargaining in lieu of position-based bargaining when conducting negotiations.
3. To openly share information and afford the Union the opportunity for involvement at the earliest predecisional stage regarding personnel policies, practices and conditions of employment.
4. To provide joint training for managers and Union representatives at all levels of the organization on non-adversarial dispute resolution techniques and interest based bargaining approaches.
5. To promote the use of Alternate Dispute Resolution (ADR) processes.
6. To promote the establishment of partnership councils at the unit and section level.
7. To conduct annual evaluations of the effectiveness of the partnership council in improving performance.
8. The council will consist of eight members and two rotating members with each Party having four regular and on an as needed basis, one rotating representative. Representatives for the Union will include the president of Local 3854, vice president of Local 3854 and others to be determined. Representatives for management will include the commanders from the Operations, Support and Logistics Groups, and a Civilian Personnel representative.

Article 13

OFFICIAL TIME

SECTION 1: The Employer agrees to recognize AFGE officials of the local Union, and other authorized representatives of the Union. The Employer recognizes as duly-authorized representatives, all elected Union officials and one (1) steward selected from unit employees for each seventy-five (75) employees covered by this agreement plus one (1). The Union recognizes the vital importance of establishing and maintaining an efficient steward system and agrees to pursue this goal diligently. The Parties agree that the Union will guard against the abuse of official time. The Employer agrees not to interfere with, coerce, or discriminate against any employee because of his/her representational duties.

SECTION 2: The Union agrees to provide the Employer with a current listing of officials and stewards recognized under Section 1 above. Changes in the listing will be reported in writing within seven (7) days to the installation commander's designated representative for labor-management relations. The Union will post the names of these officials and stewards on approved bulletin boards and maintain their currency.

SECTION 3: The Union agrees to encourage employees to discuss any problems or complaints with their immediate supervisor, but this will not preclude the presence of a representative at a grievance discussion. A unit employee, having a grievance under the negotiated grievance procedure, and his/her Union representative, if also in a duty status, will be allowed official time to prepare and present the case as provided in Article 32 of the Negotiated Grievance Procedure. It is agreed that supervisors and stewards will exert cooperative efforts to bring about a prompt, equitable, and expeditious settlement of grievances and complaints which arise. The Union, in turn, will guard against the use of excessive time in handling such matters which require absence from their officially assigned duties. Official time granted to Union representatives and stewards shall not be used for discussion of any matters connected with the internal management or operations of the unit; the collection of dues, assessments, or other funds; the solicitation of members; campaigning for elective office in the Union; distribution of literature or authorization cards; or the solicitation of grievances or complaints.

SECTION 4: The Parties recognize that it may be necessary for a steward or other elected Union official to leave the work area to conduct representational activities authorized by this agreement on behalf of the Union. When this occurs, the Union representative will comply with the requirements of the use of time as specified in this article.

SECTION 5: Two Union officials (president and vice president) will be authorized official time for representational duties, negotiations, partnership activities and any official Union activity deemed appropriate by law. This official time will not exceed twenty (20) hours per week per official. A schedule for use of this official time will be

set with the concurrence and approval of their supervisor. Under unusual circumstances such as arbitration hearings, lengthy negotiations, impasse proceedings, or similar events deemed to be reasonable and in the public interest, additional time may be granted by the immediate supervisor. If additional time is necessary, the Union official will give their supervisor the reason for the need of additional time, the approximate length of time needed, and will provide a telephone number where he/she can be reached. When necessary for the attendance of a partnership/commander meeting that is otherwise uncontrollable by the Union, flexibility in the schedule of official time will be maintained providing there is no adverse mission impact.

SECTION 6: Three (3) Union representatives will each be allowed up to 400 hours per twelve month period commencing from the date of this agreement to perform representational duties exclusive to the needs and concerns of March ARB appropriated fund bargaining unit employees. Representatives appointed by the Union for the use of the 400 hours will not be from the same organization. The Union will designate, in writing, by name, which three (3) Union representatives will be using these hours. For supervisory control, these representatives will arrange a set schedule for use of these hours on a weekly basis and check in with his/her supervisor at the beginning of their shift and at the end of their shift. These representatives will not use official time scheduled under this section if there is not sufficient representational work required for its use. The Union agrees to use this time prudently. This time is to be used for representational duties only and is not to be used for internal Union business. If there is not sufficient Union activity to warrant the use of the time scheduled in a particular week, the employee is expected to perform the duties of their assigned position. Under unusual circumstances, the designated 400-hour official may be granted additional time in a week (beyond the schedule) providing it will not raise the 400 hours allotted for the year. If one of the 400-hour stewards is appointed to the team to renegotiate this agreement, the 400 hour limit will not apply for the use of official time for negotiations.

SECTION 7: All other stewards and officials as designated in Section 1, who are employees of March ARB, will be granted official time in amounts that are reasonable and necessary to perform duties as allowed by statute and for enforcement of this negotiated agreement. These representatives will advise their supervisor of their need to use official time and obtain an official release prior to leaving their assigned building or work area. The supervisor will be advised of the approximate amount of time requested, the nature or reason for the official time, and the location where the steward can be reached. The supervisor will not ask the name of the employee (if any) that is being represented. Officials and stewards will schedule their use of official time with their first level supervisor in a manner that is consistent with the work in the Union official's assigned area. The Union official/steward will contact the immediate supervisor of any employee to be represented to arrange a time and place to meet. Permission to meet shall be granted unless otherwise precluded by workload. Extensions of established deadlines will be granted as necessitated by postponed meetings.

SECTION 8: The Employer and Union agree that any discussion/meeting between stewards and supervisors shall generally be with supervisors up to an including the group

commander level. Discussions/meetings above the group commander level will be restricted to elected officers of the Union. The appropriate steward may accompany the elected officers at such meetings if determined necessary.

SECTION 9: The Employer will notify a steward/official seven (7) days prior to reassignment to another organization.

SECTION 10: Any activities performed by a unit employee relating to the internal business of the Union shall be performed during the time the employee is in a non-duty status. Reporting requirements imposed upon Unions by federal and/or state agencies (IRS, etc) will be reason for official time use not to exceed 16 hours per year and shall be limited for use by the Union appointed treasurer. Official time will not be granted for any other internal reporting requirements.

SECTION 11: Stewards/officials will be authorized official time for training provided the training is in the mutual interest of the Parties and is deemed in the public interest.

SECTION 12: Any unit employee representing the Union in negotiations provided for under this agreement and the law shall be authorized official time for such purposes. The number of employees for whom official time is authorized under this provision shall not exceed the number of individuals designated to represent the Employer for such purposes, unless the Union notifies the agency that they wish to allow an additional steward to attend for the sole purpose of training. This steward shall not serve as a participant of the negotiations. When this provision is invoked, the Parties will agree to the individual and the amount of time spent in training.

Article 14

LEAVE WITHOUT PAY (UNION OFFICIALS)

SECTION 1: The Employer agrees to make reasonable efforts to grant leave without pay (LWOP) when requested by a Union Official to perform Union related activities. There is no established limit on the amount of LWOP that may be granted to Union Officials.

SECTION 2: LWOP, when requested by the employee and forwarded through appropriate channels, shall be considered by the supervisor for Union officials to attend national conventions or training sessions on the implementation of the Civil Service Reform Act of 1978, as amended.

SECTION 3: An employee's election or appointment to accept full or part-time positions in the Local, District, or National Union shall be considered on an individual basis for obtaining a leave of absence without pay for an extended period of time.

SECTION 4: CONDITIONS AND RETURN RIGHTS

a. The Employer agrees that all of the leaves of absence granted or approved in accordance with this Article are subject to the following conditions, in addition to such other conditions as may be imposed by law or higher regulation:

1. without pay; and
2. access to Employer's premises by such employees.

b. Employees affected by this Article will be afforded all employment rights contained in governing directives during their period of leave of absence and upon returning to duty. In the event of change to the employee's position during a leave of absence, the employee will be notified. The notification will be in writing and will be provided when projected change to the position is first known.

Article 15

HOURS OF WORK

SECTION 1: The Employer agrees that the following hours of work provisions will apply to employees:

- a. The administrative workweek shall be seven (7) consecutive days beginning at 0001 hours, Sunday and ending at 2400 hours the following Saturday. The basic workweek consists of five (5) eight-hour workdays, unless employee is working on an alternative work schedule (AWS).
- b. The basic non-overtime workday shall not exceed eight (8) hours, unless employee is working under AWS.
- c. The occurrence of holidays shall not affect the designation of the basic workweek.
- d. Breaks in working hours of more than one (1) hour shall not be scheduled.

SECTION 2: Any 40-hour basic workweek scheduled to include Saturday and/or Sunday will be designated as an uncommon tour of duty.

SECTION 3: ALTERNATIVE WORK SCHEDULE:

- a. Alternate work schedule is voluntary. The Union and Employer agree the preferred alternate work schedule will be a schedule which consists of eight 9-hour workdays and one 8-hour workday. The designated 8-hour workday will be the first Friday of each pay period. The primary day off will be the second Monday of each pay period. Any other AWS (including flexitime and compressed work schedules) can be explored in individual work centers but implementation requires the approval of both the Union and the Employer.
- b. Shop/functional area supervisors determine the ability of their respective functional areas to participate in AWS. All functional areas participating in AWS must insure an operational capability exists on the AWS day off; e.g. must be able to provide services to meet mission, base, and personnel requirements. Supervisor, as needed, may use the first Monday of the pay period as the alternate AWS Monday off for those few employee that may be required to work on the primary AWS Monday off day.

SECTION 4: Special Considerations:

- a. Holidays - For those holidays that fall on the AWS Monday off day, the supervisor will schedule their personnel off on the Friday prior to the holiday. In the event that that there is not sufficient personnel scheduled to work that Friday, the supervisor may change the off day to the Tuesday following the holiday.

b. If sections in the Wing are scheduled for an inspection, special tasking, etc. that is known well ahead of time, changes to employee's AWS day off will be made to insure appropriate coverage.

c. Exception to the AWS primary day off – Personnel with known/documented hardships, who would not be able to be off on the designated Monday, may work these issues on a case-by-case basis directly with the shop/section supervisors.

SECTION 5: All personnel not participating in AWS will work a 5-day, 40-hour work schedule with the exception of Firefighters, Air Traffic Controllers, Command Post Technician/Specialists, and Security Guards/Police Officers.

SECTION 6: The Union and Employer agree to meet once a year to review the AWS plan.

SECTION 7: Management agrees to notify the Union in advance of implementing AWS in an organization. The Union may propose, among other things, arrangements for "breaking ties" among otherwise qualified employees for desirable tours of duty or procedures for requesting changes for individual tours of duty under AWS. Such proposals may be submitted at any time before or after implementation of AWS in an organization.

SECTION 8: Subject to mission requirement, shiftwork employees shall have their tours of duty arranged to allow each employee two (2) consecutive days off in each administrative workweek.

SECTION 9: Employee may be required, at times, to fill in for other employees of the same organizational level on different tours of duty. Individual temporary duties will be equally rotated among qualified volunteer employees. In the event there are no volunteers, reverse seniority procedures apply.

SECTION 10: MAKE READY AND CLEAN UP TIME: Incidental duties that are directly related with the performance of a job, such as obtaining and replacing working tools or materials, undergoing inspections and similar tasks are considered part of the job requirements within the established tours of duty. When work shifts overlap, the shifts will be arranged so that time required for incidental duties will be part of the 8-hour day. (When incidental duties cannot be made a part of the regularly scheduled workday, the extra time for which overtime is payable will be paid not to exceed 30 minutes per day.)

SECTION 11: The Employer agrees to permit rest periods, normally not to exceed 15 minutes, approximately halfway through the first and last half of each shift. A rest period may not be a continuation of the lunch period or at the beginning or ending of the shift.

SECTION 12: Tours of duty will not be changed solely for the purpose of avoiding the payment of irregular overtime pay.

SECTION 13: SHIFT WORK: Employees will be assigned to a particular shift or tour of duty. In making such assignments, the agency will be guided by operational necessity and individual employee qualifications.

SECTION 14: CHANGE IN SHIFT ASSIGNMENT:

a. Prior to making a change in shift assignment resulting from a vacancy, the agency agrees to request and consider volunteers from among qualified employees in the affected work area who are interested in the vacancy. In the event there are more volunteers than needed, the agency agrees to consider the most senior from among the qualified employees. In the event there are no volunteers, and no other possible ways of filling the vacancy, the qualified employee with the least seniority will be selected for the assignment.

b. In an effort to provide an opportunity for employees to change shifts in a fair and equitable manner, the following procedures will be adhered to regarding employee preference of shift assignment. An employee may, during the month of the annual appraisal closeout, request to have his/her shift changed. The supervisor will request and consider volunteers from among qualified employees in the affected work area who are interested in changing with the requesting employee. In the event there are more volunteers than needed, the agency agrees to select the most senior from among the qualified employees based upon the stipulations listed below. In the event there are no volunteers, the employee, if any, with the least seniority than the requesting employee will be selected for the assignment. These changes in shift assignments will take effect during the month of April. If the number of shift employees desiring to change shift assignments exceeds 50% of the affected shop, the agency may decide to allow more than 50% of the employees to initially shift their hours of work based upon seniority. The remainder of the employees above the 50% limit will be allowed to shift to the new shift schedule 4 months later. The selection procedures used for changes of shifts and hours of work will normally be as follows:

1. Qualifications to satisfactorily perform the assigned duty will be the first consideration.

2. Proper balance of skill and grade levels must be achieved.

3. Seniority will be determined by using Service Computation Date.

c. Employees will be given at least two weeks notice of any hours of work or shift changes except during unforeseeable emergencies.

Article 16

PREMIUM PAY

SECTION 1: OVERTIME AND COMPENSATORY TIME

a. The Employer and the Union agree that overtime work for the purpose of this agreement is work in excess of eight (8) hours per day or forty (40) hours in a basic workweek that is officially ordered and/or approved by management and performed by an employee unless the employee is working on an approved AWS. This does not preclude the payment of overtime for overtime work whether ordered or approved if management “suffers and permits” such work to be performed by employees nonexempt under the Fair Labor Standards Act.

b. FWS employees, like GS employees may request compensatory time in lieu of overtime (premium) pay when they work overtime hours. Compensatory time can remain on the books for a total of 26 pay periods. If not used by the end of the 26th pay period, the overtime will be paid at the rate in which it was earned. Employees cannot be forced to take compensatory time in lieu of receiving overtime (premium) pay. This means that FWS employees now have the same compensatory time entitlements that GS employees have always held.

SECTION 2: The Union agrees that the administration of any overtime work is the function of the Employer. If scheduled overtime is required, at least twelve (12) hours advance notice will be given the employee. Emergency overtime will be administered in compliance with those provisions of governing laws, rules, and Government wide regulations.

SECTION 3: Supervisors shall not assign overtime work to employees as a reward or penalty. Any complaint or disagreement on the distribution of overtime shall be processed in accordance with the negotiated grievance procedure. Scheduled overtime will be equally distributed among qualified employees in the work shift and unit who possess the same skills and abilities and job classification consistent with mission accomplishment requirements. Records of overtime will be made available to the Union upon request.

SECTION 4: Employees working overtime will be allowed up to one (1) hour of duty-free time to purchase and eat lunch after working four (4) hours of overtime.

SECTION 5: A Federal Wage System employee is entitled to pay at his/her scheduled rate plus a differential of 7 ½ percent of his/her schedule rate for regular scheduled non-overtime work when a majority of his or her work hours occur between 3 p.m. and midnight; or ten percent if the majority of his or her work hours occur between 11 p.m. and 8 a.m. For General Schedule employees, a night differential of 10 percent of the employee’s basic pay in addition to his or her basic pay will be paid for any regularly scheduled work between 6 p.m. and 6 a.m.

SECTION 6: Any employee regularly assigned to a night shift shall continue to receive his/her regular night shift differential during temporary assignment to the day shift or to another night shift with a lower differential.

SECTION 7: Any employee regularly assigned to a night shift for which the night shift differential is payable, is entitled to the night shift differential for periods of excused absence on a holiday, or while in official travel status during the hours of his or her regular night shift.

SECTION 8: ON-CALL AND STANDBY:

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

1. The employee is restricted to the base, or so close thereto that the employee cannot use the time effectively for his or her own purposes; or
2. The employee, although not restricted to the base, the employee is restricted to his/her home or work station, has their activities limited, and must remain in a state of readiness to perform work.
3. If the employee is assigned to standby duty, which meets the above definition, they are required to report for duty ready to perform within one (1) hour from contact.

b. An employee will be considered off duty and time spent in an on-call status will not be considered hours of work if:

1. The employee is allowed to leave a telephone number or to carry an electronic device (beeper) for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or
2. If an employee wishes they may make arrangements with another person to accept their on call period.
3. When an on-call employee is contacted and required to report for duty, they must report within two (2) hours during their regularly scheduled workweek or within four (4) hours on their weekend or holiday period.

c. If another issue regarding standby or on-call arises that is not covered in this article, the Union reserves its right to bargain.

Article 17

ANNUAL LEAVE/EXCUSED ABSENCES

SECTION 1: Employees shall earn and be granted annual leave in accordance with applicable rules and regulations. The Employer agrees to maintain a liberal leave policy and to grant annual leave to employees for the purpose of vacation and personal and emergency reasons consistent with work requirements. Employees are encouraged to schedule annual leave in advance which will minimize work interruption by large numbers of employees taking leave at the same time. It shall be further understood that every reasonable attempt to satisfy the desire of the employees with respect to approving annual and bona fide emergency leave will be made.

SECTION 2: When the Employer finds it necessary to cancel previously approved annual leave, the reasons for such action will be explained to the affected employee. Denial of use of annual leave will be based upon factors which are reasonable, equitable, and which do not discriminate against any employee or group of employees.

SECTION 3: The first level supervisor shall be responsible for scheduling and granting annual leave on an equitable basis with due regard for the needs of the Employer and the welfare of the employee. The granting of annual leave, when requested by the employee, shall not be restricted to the extent that such employee forfeits excess leave because of the restriction or accumulation of annual leave.

SECTION 4: Annual leave, for vacation purposes, will be scheduled by 31 January for the entire leave year. At least two (2) weeks leave will be granted for this purpose, if requested, and the employee will accrue sufficient leave to cover the period. When conflict in scheduling leave occurs, the supervisor will confer with employees concerned to obtain mutual agreement to resolve the conflict. If this step fails, in the absence of personal hardship, the person within the job level in the organizational element concerned who has the greatest seniority will be given first choice of desired time. Subsequent choices will be based on the same criterion. For employees involuntarily placed in a work element after the vacation schedule has been established, the supervisor will follow the above steps to settle scheduling conflicts. If the employee voluntarily moves to a new work element, seniority for scheduling use of leave will not come into effect until the beginning of the next leave year. Once an employee has made his/her selection, he/she shall not be permitted to change his/her selection when such change will disturb the choice of another employee or hamper the mission of the organization. If, for any reason, the employee's requested leave period cannot be granted, the employee shall be notified at least sixty (60) days in advance of the beginning date of the requested leave or in case of emergency when the emergency is first realized.

SECTION 5: Where unforeseen emergencies arise requiring the use of annual leave not previously approved, approval of the use of annual leave may not be presumed by the employee. The employee must contact his/her supervisor or the supervisor's designated representative, either personally or by phone, at the start of the workday if possible, but

not later than two (2) hours after the work shift begins, and request approval of the use of annual leave.

SECTION 6: If for any reason the Employer schedules or effects a temporary shutdown of activities, every effort will be made to provide work for any employee not having annual leave to his/her credit. If work cannot be provided, eligible employees will be advanced, upon request, the maximum amount of annual leave authorized under applicable regulations.

SECTION 7: Excused absence is an administratively authorized absences from duty without loss of pay or charge to leave. The leave approving supervisor may excuse employees for periods and the reasons specified in AFI 36-815.

- a. Emergency rescue or protective work.
- b. Absence for brief periods or tardiness (1 hour).
- c. Absence for voting or registration.
- d. Blood donations.
- e. Taking examinations
- f. Consultation with operating officials, civilian personnel offices, and employment interviews.
- g. Medical examinations for Federal Service.
- h. Attending meetings and conferences.
- i. Holiday observances:
 1. legal holidays;
 2. religious observances; and
 3. State and local holidays.
- j. Off-the-job training during regularly scheduled duty hours.
- k. Military funerals.
- l. Absences in connection with civilian travel:
 1. Permanent duty travel

2. Temporary duty travel

- m. Absence resulting from hostile action abroad.

Article 18

SICK LEAVE

SECTION 1: Employees shall earn and be granted sick leave in accordance with applicable statutes and regulations.

SECTION 2: Sick leave, if due and accrued, is grantable to employees when they are incapacitated for the performance of their duties, provided: The employee must contact his/her supervisor or the supervisor's designated representative, either personally or by phone, at the start of the work shift if possible, but not later than two (2) hours after the work shift begins, and request approval of the use of sick leave. Failure to obtain the necessary approval of to give the notice required by this article may result in the employee's absence being charged to absence without leave. When any absence due to illness extends from one workweek to another, the employee shall notify his/her supervisor of the approximate duration of the illness or injury.

SECTION 3: Sick leave, as necessary is grantable to the extent due and accrued for medical, dental, or optical examination or treatment. Sick leave for these purposes will normally be applied for in advance, with minimum amounts of leave requested. The use of sick leave for such purposes is subject to the approval of the immediate supervisor.

SECTION 4: Sick leave may be used in accordance with the Family Friendly Leave Act, for purposes of caring for a spouse, child, or other family member having an illness, injury, or other condition which, if the employee had the same condition would result in the use of sick leave. This law also provides for attendance and/or making arrangements for the funeral of a family member. Sick leave may be used by an employee for the purposes described above only to the extent the amount used does not exceed 40 hours in any one year. An additional 64 hours may be taken as long as the amount of sick leave to the employee's credit does not fall below 80 hours balance. As is true with the use of sick leave for employee illness, use of Family Friendly sick leave is subject to supervisory approval and proof of illness if the sick leave requires more than 3 days of absence. Employees who work on a part time basis or an uncommon tour of duty are covered under a separate rule for computing the number of hours allowable. When this occurs, contact the servicing Civilian Personnel Office for guidance.

SECTION 5: The Employer agrees that a doctor's certificate will not normally be required for periods of absence on sick leave of three days or less. The employee's initials on his/her time card will generally constitute the personal certification of the employee as to his/her incapacity for duty. In individual cases of suspected abuse of sick leave, wherein the supervisor has good and sufficient justification for suspecting such abuse and the employee has been specifically informed in advance by written notice, the employee may be required to furnish a medical certificate or other administratively acceptable evidence to support any period of absence due to illness.

SECTION 6: Sick leave in excess of three working days should be supported by a doctor's certificate. In certain instances, it may be unreasonable to require such a certificate. In such cases, a signed statement by the employee stating the incapacity and the reasons why a certificate was not obtained may be accepted in lieu of a certificate. The certificate or other evidence of incapacity must be submitted to the employee's supervisor within one week after return to duty.

SECTION 7: Employees shall not be placed on sick leave without their consent when they are ready, willing, and able to work.

SECTION 8: Sick leave will be advanced IAW Air Force regulations, only in clearly established cases of serious disabilities or ailments, when required by the exigencies of the situation, and when:

- a. The employee has submitted a request in writing to his/her supervisor. This request shall be accompanied by a supporting doctor's certificate.
- b. The employee has exhausted all the available sick leave which he/she has to his/her credit.
- c. The employee has used all annual leave he/she may otherwise be required to forfeit.
- d. There is a reasonable assurance that the employee will return to duty.

NOTE: Supervisors may consider prior sick leave history. However, the prior use of sick leave does not necessarily constitute an abuse of sick leave.

SECTION 9: Sick leave advanced to an employee may never exceed thirty (30) days.

SECTION 10: The Parties agree that leave requests for maternity reasons will be handled in the same manner as any other absence due to illness or incapacitation. In the event the employee does not have sufficient sick leave accrued, she may request advanced sick leave, IAW Section 8 above, annual leave and/or leave without pay.

SECTION 11: The employees will be responsible for reporting pregnancy to her supervisor as soon as it is known so that the Employer can take steps to protect the employee's health or modify her working conditions and make necessary staff adjustments. The Employer and Union agree when there is doubt of the employee's ability to continue to perform the duties of her position safely, the employee will be requested by the Employer to furnish a medical certificate from her physician authorizing continued work and the employee should take whatever precautionary measures appear necessary.

SECTION 12: If it is decided by the employee to resign in lieu of requesting leave for maternity reasons, she will be advised by the immediate supervisor that, if requested, she

will be permitted to exhaust 640 hours of her sick leave accrued before her resignation becomes effective.

Article 19

MERIT PROMOTION AND INTERNAL PLACEMENT PROGRAM

SECTION 1: Under the rare circumstance when an employee is away on government business for a week or longer to a remote location where communication is limited, the employee's supervisor will make his best effort to contact the employee about a job listing the employee has expressed interest in.

SECTION 2: The name request for Alternate Certification must be in the top 15 candidates. If not, the supervisor will receive a certificate and the rules of interviewing as outlined below will apply.

SECTION 3: If the Alternate Certification Process is not used, the best-qualified promotion, reassignment, and change-to-lower grade candidates must be referred and considered for selection.

SECTION 4: The selecting official will interview candidates referred on certificates. He/she may choose not to interview all of the candidates on the certificates, but will interview at least five providing there are five or more on the certificates. In situations where there are less than five candidates on the certificates, all candidates will be interviewed. If some, but not all candidates are interviewed, the selecting official must document the method used to determine which candidates were interviewed. This documentation and interview questions/responses are maintained by the selecting official. If a grievance or other formal complaint is filed, these documents will be kept until the matter is resolved. The following are exceptions to interviews:

- a. In the military service.
- b. Currently under the supervision of the selecting official.
- c. Has been interviewed by the same selecting official within the preceding 90 days.
- d. Declines interview.
- e. Absent from duty and will not be available for interview during the life of the certificate.
- f. When an occupied position is upgraded by classification action.
- g. When the alternate certification procedure is used.

Article 20

DETAILS/TEMPORARY PROMOTIONS

SECTION 1: A detail exists when an employee continues in his or her current status and pay and is temporarily assigned to:

a. An established position, or an identical one with a higher or lower basic pay rate, or one requiring different qualifications from those required in his or her official position.

b. An unestablished position, that is, one for which duties and responsibilities have not been established and the necessary manpower authorization has not been obtained. This could be in the same or different occupation, or one requiring different qualifications from those required in his or her official position.

SECTION 2: Details which total more than 30 days shall be documented. One copy of the Standard Form 50 (SF 50) will be furnished to the employee and one copy will be placed in the Official Personnel Folder of the employee for qualification purposes. All other details will be annotated in the supervisor's 971 file and the employee will be given a copy. The supervisor will discuss with the employee selected for detail the reasons for the action, nature of the duties to be performed, and the approximate length of the detail. Each employee's position description should accurately reflect the duties performed by the employee and upon which he or she is rated. If an employee regularly performs significant duties not contained in his or her position description, those duties will be added to the position description.

SECTION 3: Selection for detail shall be based on the needs of the Employer and the ability of individuals to perform the duties. Ability in this context means potential as well as demonstrated. Selection for details with duties of a higher-grade level than that of an employee's position shall be considered by the employee as an opportunity to establish a record of experience for promotion qualification. Details shall be fairly and equitably distributed among individuals who possess the ability to perform the duties.

SECTION 4: Should the Union possess information that the misuse of detailing in violation of appropriate regulations has taken place, it may bring such information to the immediate attention of the Labor-Management Relations Committee for consideration and possible corrective action.

SECTION 5: The Employer agrees to ensure that employees shall receive appropriate credit for experience gained through details and shall document employee details in employee's AF Form 971, "Supervisory Employee Brief" The detail of any employee will take into account the personal dignity of the individual and the type and level of his or her regular duties and responsibilities. Such details shall be assigned on an equitable basis without regard to a person's race, color, religion, sex, national origin, or age. However, the Parties recognize that reasonable accommodation may be made on the basis of a demonstrated physical or mental handicap.

SECTION 6: MANDATORY TEMPORARY PROMOTIONS – when an employee is temporarily assigned to a higher graded position or the grade-controlling duties of a higher graded position for 60 consecutive calendar days, the employee shall be temporarily promoted into and receive the rate of pay of that position commencing on the 61st day. The employee must be qualified to fill the position on a permanent basis.

Article 21

REDUCTION-IN-FORCE (RIF)

SECTION 1: GENERAL

a. A reduction-in force occurs when the agency releases an employee from his or her competitive level by separation, demotion, furlough for more than 30 days, or reassignment requiring displacement because of lack of work or fund, reorganization, change-to-lower grade based on reclassification of an employee's position due to erosion of duties when such action will take place after the agency has formally announced a reduction-in-force in the employee's competitive area and when the reduction-in-force procedures do not apply to the return of an employee to his or her regular position following a temporary promotion or to the release of a reemployed annuitant. Reductions-in-force do not include reclassification of a position resulting in a downgrade other than as provided in 5 CFR Part 351.

b. Reductions-in-force will be conducted in accordance with 5 C.F.R. Part 351.

SECTION 2: STATEMENT OF PRINCIPLES

a. When the agency becomes aware of the necessity to conduct a reduction-in-force, it will attempt to minimize the adverse effect on bargaining unit employees through appropriate means as reassignment, attrition, and positive placement efforts.

b. Where possible and practical, any reduction in personnel will be attained through normal attrition and/or by assignments to vacant positions for which the employees are qualified and eligible.

c. When a date is established for issuance of a specific notice of reduction-in-force, and dependent on the severity of the reduction-in-force, the agency may suspend outside recruitment and competitive promotion. Outside recruitment and competitive promotions will cease for like occupational series when more employees are being displaced than there are vacancies to place them. The decision to resume recruitment will be made by the CPO.

SECTION 3: NOTIFICATION

The Parties share the common purposes of minimizing adverse impact on bargaining unit employees affected by any reduction-in-force, and of accommodating the administrative needs of the agency.

a. The agency will use every good faith effort to notify (in writing) the President of the appropriate Union of any reduction-in-force at the earliest possible date in order to negotiate the impact and procedures for implementation of the reduction. Attendant to

the circumstances of the situation prior to the effective date, the period of notice will be at least 60 calendar days or the earliest possible time.

b. Affected employees will be notified not less than 30 calendar days prior to the effective date.

SECTION 4: DOCUMENTATION

Following notification of a reduction-in-force, the agency shall furnish to the Union, all relevant and available documents or information concerning the reduction-in-force, subject to any Privacy Act limitations.

SECTION 5: EFFECTIVE DATES

The agency shall provide a specific written notice to each employee affected by the reduction-in-force. The notice shall state specifically what action is being taken, the effective date of the action, the employee's total credit for retention, extra retention credit for performance, the competitive level, and competitive area. It shall state why any lower standing employee is retained in his or her competitive level. An extra copy of this notice will be given to the employee should he or she desire to have Union representation.

SECTION 6: OFFER OF POSITION

a. The agency shall make a best offer of employment to each employee adversely affected by the reduction-in-force consistent with 5 C.F.R., Part 351. An offer, if made, shall be to a position with either no reduction in grade or pay, or with the least reduction possible in consideration of positions available, employee qualifications, and the retention standing of other competing employees.

b. Employees reassigned or demoted by reduction-in-force may, within the specified time period for reply, request in writing, assignment to a vacant position at the same or lower grade with any pay retention to which they may be entitled. Any such request shall be answered in writing within fifteen (15) workdays.

SECTION 7: RESPONSE TO OFFER

Employees shall respond to an offer of employment to another position in writing within the specified time period after receipt of a written offer. Failure to respond within the specified time period shall be considered a rejection of the offer. The specified time period for an employee's response will be seven (7) workdays.

SECTION 8: COMPETITIVE LEVELS AND RETENTION REGISTERS

The agency shall establish competitive levels and retention registers in accordance with applicable laws and regulations. A Union official and the affected employee shall have

the right to review competitive levels and retention registers as may be applicable to the employee. The appropriate CPO shall maintain all lists, records, and information pertaining to a reduction-in-force for at least one (1) year following the effective date of the reduction-in-force.

SECTION 9: SEPARATION

a. The agency will make every reasonable effort to find employment in other Federal agencies within the commuting area for employees who are identified for separation through reduction-in-force. Employees for whom no positions are found may be counseled by a representative of the agency on the benefits to which they may be entitled, including information concerning early retirement with discontinued service annuity, where applicable. Reemployment lists as prescribed by OPM shall be established for employees who cannot be retained.

b. In a reduction-in-force, the agency will contact the appropriate State Employment Service to obtain available information of training programs for which affected employees may be eligible, and inform them how they may apply.

SECTION 10: WAIVER OF QUALIFICATIONS

a. In accordance with applicable regulations, when the agency is unable to offer an assignment, the agency may waive qualifications of employees who will be separated due to reduction-in-force for vacant positions which do not contain selective placement factors, provided the Agency determines the employee is able to perform the work of the position without undue interruption to the mission of the Agency and the employee must meet any OPM established minimum education requirements.

b. Vacant positions which contain selective placement factors will be reviewed by the CPF to determine if these factors can be waived without seriously affecting the mission.

SECTION 11: INFORMATION TO EMPLOYEES

Upon request, the agency shall provide employees with information needed to fully understand the reduction-in-force and how and why they are affected. The agency shall provide equitable treatment for all employees and make every effort to retain status employees during a reduction-in-force.

SECTION 12: COMPETITIVE AREA

Positions located in March ARB commuting area serviced by the March ARB CPO.

SECTION 13: DISPLACEMENT

The agency will not fill a vacant bargaining unit position within the organizational unit in which the reduction-in-force is taking place until it has considered all reasonable

alternatives to reduce the adverse effects on bargaining unit employees who are to be displaced as a result of the reduction-in-force. In considering these alternatives, the agency will review the possibility and feasibility of redesigning a vacant position.

SECTION 14: PERMANENT CHANGE OF STATION

In accordance with a reduction-in-force and where applicable, the agency agrees to grant official time and to pay permanent change of station expenses as provided by appropriate regulation.

Article 22

TRANSFER-OF-FUNCTION (TOF)

SECTION 1: GENERAL

A transfer of function is defined as 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 a function already being performed in the other competitive area(s) affected, or the movement of the competitive area in which the function is performed to another local commuting area.

SECTION 2: PROCEDURES

In transfers of function within Air Force, the agency will provide notification to the Union not less than 60 calendar days prior to the effective date of any approved transfer of function. The Union may waive this notification period. Where employees are being relocated to a different commuting area, the losing agency will:

- a. Provide the Union with the maximum notice possible, but not less than 60 calendar days notice prior to the effective date of any approved transfer of function, in order to negotiate the impact and implementation procedures of the transfer of function.
- b. Assist and counsel the affected employee in seeking placement opportunities elsewhere in the commuting area.
- c. Counsel the employee on individual rights relating to retirement and severance pay and placement potential.
- d. Give any employee affected by a transfer of function requiring a physical move outside the commuting area not less than 60 calendar days notice in writing of the transfer of function. This provides for at least 30 calendar days for the employee to respond as to whether he or she is willing to accompany the function. Transfers of function within competitive areas or commuting areas will require a minimum notice (not necessarily in writing) of 14 calendar days.
- e. Attendant to the circumstances of a particular transfer of function, the agency will make every good faith effort in dealing with the activity gaining the function to have that gaining activity provide affected employees with 30 calendar days to respond to a specific job offer.
- f. Make every effort to place affected employees in vacant positions for which they qualify in the same commuting area and/or in the same competitive area.

SECTION 3: DOCUMENTATION

Following notification of a transfer of function, the agency shall furnish the Union all relevant documentation or information concerning the transfer of function subject to any Privacy Act limitations.

SECTION 4: PERMANENT CHANGE OF STATION IN CONNECTION WITH A TRANSFER OF FUNCTION

The Agency shall, as provided by appropriate regulation, grant official time (including travel and per diem) to afford the employee the opportunity to find housing and shall pay permanent change of station expenses after the employee has accepted an offer of employment.

Article 23

CONTRACTING OUT OF BARGAINING UNIT WORK

SECTION 1: The Employer agrees to inform the Union of the possibility of contracting out of bargaining unit work no later than 45 days prior to issuing the solicitation for bids, and to continue to inform the Union of changes in status.

SECTION 2: The Union will be provided a copy of the Invitation for Bids, which includes the statement of work, bid opening date, and proposed contract start date. The Union will be permitted two representatives at the bid opening. One representative will be on official time. Procedures for appealing the in-house cost estimate will be explained at that time. The Union will be provided a copy of the in house cost estimate on the same date as it is provided to other bidders. In no case will the appeal period expire less than five days after the in house cost estimate is provided.

SECTION 3: The Employer agrees to provide the Union, upon written request, related contracting out information provided that release of the information will not violate statutes, government-wide regulations, or compromise the cost study.

SECTION 4: The Union will be afforded the opportunity to I & I bargain changes to working conditions that result from contracting out decisions.

Article 24

TRAINING

SECTION 1: The Employer recognizes its continuing responsibility to have a well-trained work force. Supervisors identify the training needs of their employees and, upon request, will discuss expected needs of the organization with the appropriate Union officials. Employees and Union officials may review training charts/records maintained by the Civilian Personnel Office and will be provided copies upon request.

SECTION 2: The Union may recommend, through the Joint Partnership Committee, the types of training or retraining programs desired which will mutually benefit both the Employer and the employees in the unit.

SECTION 3: To the extent practicable, cross-training will be utilized to provide adequate training commensurate with work and mission requirements. Management will make every reasonable effort to assist employees in partaking of training necessary to improve individual performance, potential, and efficiency.

SECTION 4: The Employer and the Union recognize that each employee is responsible for applying effort, time, and initiative in increasing his or her potential value through self-development and training. The Employer and the Union agree to encourage employees to take maximum advantage of training and education opportunities which will add to the skills and qualifications needed to increase their efficiency.

SECTION 5: When training is offered primarily to prepare employees for promotion (that is, an employee is not eligible for promotion unless he or she has completed the training), selection will be made under competitive promotion procedures.

SECTION 6: In recognition of the possible impact of technological developments upon the work force, the Employer agrees to make maximum efforts to minimize the impact of the introduction of new equipment, processes, and workload changes by retraining of adversely affected employees.

SECTION 7: The Employer agrees to allow employees a reasonable period of time to obtain proficiency when they (employees) are assigned to any position for which he or she has had no previous experience. If they (employees) cannot reach satisfactory proficiency, maximum effort will be made to reassign them to another position for which qualified.

SECTION 8: The Employer agrees to continue the policy of providing on-the-job training for employees and paying related training expenses in accordance with mission requirements, law, and/or regulation. Such training must be related to the official duties of employees involved, will be for the purpose of supporting present and/or future mission requirements, and must be based on established priorities and resources available.

SECTION 9: The Employer will provide the Union with a copy of all locally-developed formal training programs pertaining to employees of the unit, and consider any suggestions and/or comments on the programs presented by the Union prior to implementation.

SECTION 10: The Employer agrees to give as much advance notice as possible to the Union in regard to the installation of any new equipment, machinery, and/or process which will result in changes in work assignment of unit employees or require additional training on the part of unit employees.

SECTION 11: All formal training will be recorded in the employee's Official Personnel Folder.

Article 25

OCCUPATIONAL SAFETY AND HEALTH

SECTION 1: The Parties agree to support an effective Occupational Safety and Health Program and to encourage joint labor-management cooperation in a continuing effort to reduce and/or minimize accidents, injuries, and illnesses at the work sites.

SECTION 2: The Employer will provide a safe and healthful work place for all unit employees consistent with applicable laws, rules, and regulations.

SECTION 3: The Employer will publicize the procedures for adopting, eliminating, or modifying any safety standards.

SECTION 4: Protective devices, determined necessary and required by the Employer will be provided by the Employer and used by the employees.

SECTION 5: The Employer will maintain a system for collecting and compiling occupational injury/illness and accident data. Information regarding injuries/accidents occurring during the previous three months will be briefed at the Occupational Safety and Health meetings and made a part of the minutes which will be provided to all members.

SECTION 6: The Employer will form an Occupational Safety and Health Committee composed of management, safety, fire, and health professionals, and a unit representative. The purpose of this committee shall be to consider occupational safety and health matters brought to its attention, make recommendations thereon to the Commander, and perform such additional tasks as may be directed by the Commander.

SECTION 7: A representative of the Union shall be entitled to membership on the Traffic Safety Committee. The Union representative serving on such committee will serve without loss of pay or charge to leave in performing committee functions authorized by the Chairman, if otherwise in a duty status.

SECTION 8: Safety and health inspections or visits will be conducted by the Employer as required to maintain a safe and healthful workplace. They will be in accordance with applicable regulations.

a. When a worksite inspection is conducted by the Employer's safety personnel, either as part of a regular, recurring requirement or in response to a report of a worksite hazard, the Union will be given an opportunity to have a representative accompany the Employer inspector. The appropriate organizational steward shall be the Unit representative if a steward shall be the Unit representative if a steward is appointed for the organization being inspected. If a steward is not assigned, the Union may designate an individual to accompany the inspector. Inspection schedules, if appropriate, will be provided the Union thirty (30) days in advance of the requirement.

b. The Union agrees to provide, in advance, one telephone number and one alternate whereby the Employer will give notice to the Union of an impending inspection of a particular work area. Inspections will not be delayed due to unavailability of the Union representative.

c. Inspections shall be conducted in a manner that will preclude any disruption of the operations of the worksite being inspected.

SECTION 9: The Employer affirms that provisions for reporting unsafe and unhealthful working conditions or appealing management's determinations of unsafe and/or unhealthful conditions of employment are established and followed.

Article 26

UNLAWFUL ORDERS

Employees have the right to refuse orders that would require the employee to violate the law, or is a safety issue. If there is an unresolved difference in opinion, the matter will be referred to the labor relations official and the Union.

Article 27

FEDERAL EMPLOYEES' COMPENSATION ACT (Worker's Compensation)

SECTION 1: The Union and the Employer agree that employees are covered under the Federal Employees' Compensation Act (FECA) which provides compensation and medical care for disability due to personal injuries sustained while in the performance of their assigned duties. The term "injury" includes, in addition to injury by accident, a disease proximately caused by the employment, except that no benefits may be paid if the injury is caused by willful misconduct of the employee or intention to bring injury or death to him or herself or of another, or if intoxication of the injured employee is the proximate cause of the injury or death.

SECTION 2: It is agreed that the immediate supervisor is expected to maintain an adequate supply of the basic forms for the proper recording and reporting of injuries. The supervisor, with the necessary assistance of the CPO, will inform the injured employee of the procedures to be followed in reporting and submitting a claim. In addition, they will insure that employees have been instructed to report every injury as soon as possible after occurrence.

SECTION 3: To qualify for benefits, the employee or his/her survivors must establish that the injury or death was causally related to his or her employment, or that a pre-existing injury or illness was accelerated or aggravated as a result of employment. In addition, the employee or survivor must submit a claim within three (3) years of occurrence. If the employee suffers a job-related traumatic injury, he or she is entitled to a continuation of regular pay (COP) for the period in which he or she is disabled, not to exceed forty-five (45) days. In order to qualify for COP, the employee must file a written notice (CA-1) of the claim within thirty (30) days of the date of injury, unless a waiver is obtained from OWCP.

SECTION 4: The Union and the Employer agree that employees are entitled to first aid and medical care for an on-the-job injury. Medical care is to be provided by any duly qualified local private physician or hospital of the employee's choice. When travel is necessary to receive medical care, the injured person will be furnished transportation by the Employer if the injured individual is unable to drive him or herself safely. The employee may be reimbursed for travel and incidental expenses, if approved by the Office of Workers' Compensation Programs.

SECTION 5: The FECA is the sole legal avenue by which a Federal employee may recover damages in consideration of an on-the-job injury.

SECTION 6: Information regarding occupational disease/on-the-job injuries pertaining to unit employees will be furnished to the Union. However, any information that may be in violation of the Privacy Act of 1974 will not be provided.

Article 28

ENVIRONMENTAL DIFFERENTIAL PAY (EDP)

SECTION 1: EXPOSURE TO HAZARDOUS CONDITIONS: The Employer agrees that methods and operating procedures will be such that personnel will not be unnecessarily exposed to occupational safety/health hazards, except where such exposure is a necessary part of the employee's official duties. Wage grade employees performing such duties will be compensated in accordance with applicable laws, rules, and regulations. Pay for irregular or intermittent duty involving physical hardship or hazard for GS employees will be paid in accordance with applicable laws, rules, and regulations.

SECTION 2: DETERMINATION: When either Party determines that a local work situation may warrant establishment, change, or discontinuation of EDP under established criteria, that Party will inform the other Party in writing of the location, nature of the situation, and justification for action. The Parties will meet within fifteen (15) days of notification to discuss the specifics of the work situation. The following procedures will apply:

a. The Personnel Management Section and the Union will investigate the working condition as a team with the advice of Wing Safety, Bioenvironmental Office, and other appropriate technical authorities.

b. If the Employer and the Union agree that the working condition meets criteria for EDP in accordance with applicable laws, rules, and regulations, the employee will be paid EDP as prescribed. If the condition is not covered as a hazardous condition in applicable laws, rules, and regulations, the Employer or the Union may petition OPM for a new hazardous duty category. If approved by OPM, the employee will be paid EDP as prescribed by applicable laws, rules, and regulations.

c. If agreement between the Union and Employer is not reached resulting in non-approval of EDP, the employee may initiate redress through the negotiated grievance procedure.

Article 29

PERFORMANCE APPRAISALS

SECTION 1: Appraisals and awards will be handled in accordance with AFI 36-1001. In case of rescission or change to that AFI, this article is subject to renegotiation at the request of either party.

SECTION 2: Both Parties agree to encourage employee participation in the development and updating of performance elements and standards at the beginning of each appraisal period and during periodic performance feedback. Performance feedback will be conducted twice during each appraisal period. The feedbacks will cover April through July (normally given 1-15 August) and August through December (normally given 1-15 December).

SECTION 3: An award recognizing high levels of performance may be recommended at the end of the appraisal period in conjunction with the annual performance rating. The primary consideration for this recommendation will be the employee's performance compared to the elements and standards in the performance plan.

SECTION 4: The Union will be provided the guidance issued to supervisors concerning the annual appraisals and awards processing each year, to the extent that such guidance does not constitute privileged intra-management communications under the Federal Labor Relations Statute. The Parties understand that the guidance will be available to the Union and supervisors simultaneously. The Union will be provided, no later than 1 July of each year, a report of awards given to bargaining unit employees in conjunction with the annual appraisals. The report will detail the number and amounts of awards given, including performance awards, time-off awards, and quality step increases.

SECTION 5: The Alternative Dispute Resolution (ADR) process in the negotiated grievance procedure will be used for all disputes over awards and appraisals. The ADR participants will include, at a minimum, the employee, the union, the civilian personnel office, the first-level supervisor, and a management official at a higher level. The basis for review of such disputes will be a comparison of the employee's actual performance against the written performance standards of the employee's position. The objective of the ADR process is to give the employee an opportunity to present accomplishments and efforts during the appraisal period which the employee believes to be worthy of recognition. The Parties pledge to make a good-faith effort to resolve disputes at this level. There will also be a good-faith effort made by both Parties to consolidate and minimize all costs arising from grievances over awards and appraisals.

SECTION 6: In the event that an employee is given a performance improvement opportunity period (PIP), all documentation pertaining to the employee's performance during the PIP will be maintained in the Supervisor's Record of Employee (AF Form 971), and will be available to the employee. Exceptions to maintaining all documentation

in the 971 include, but are not limited to, other official records such as production reports, aircraft forms, safety records, etc. These records will also be available to the employee.

Article 30

EMPLOYEE ASSISTANCE AND COUNSELING

SECTION 1: The Parties agree that specific personal behavioral problems may have an effect on an employee's performance and may require specialty referral for identification and treatment.

SECTION 2: Union and management agree to provide counseling/referral assistance to those employees confronted with one or more such problems. Local programs, when established, will be subject to negotiations between the Parties; however, such information may be considered for joint Labor Management Relations Committee agenda, if there is one.

SECTION 3: Information on the program will be included in new employees' orientation and be made available to all employees upon request.

SECTION 4: When there are increasing incidents of deteriorating work performance, unexcused absences or tardiness, and/or unacceptable conduct on the part of an employee, the supervisor may take one or more of the following actions:

NOTE: Employee representation and discipline will be in accordance with the law and this agreement:

- a. Talk to the employee in private.
- b. Discuss the job and the standards of performance and conduct.
- c. Explain the unacceptable conduct or performance.
- d. Tell the employee what must be done to improve, set a reasonable time limit for improvement, and offer help to the employee.
- e. Explain that the employee should resolve any personal problem, i.e., marital, family, financial, legal, spiritual, drug or alcohol abuse, which may be causing the problem including telling the employee he has a right to Union assistance.
- f. Document the discussion with the employee and provide employee with a copy of the discussion documentation.
- g. Take progressive disciplinary action.

SECTION 6: If the performance, conduct, or attendance of the employee has not improved after the time for improvement has expired, the supervisor may take the following actions:

NOTE: Employee representation and discipline will be in accordance with the law and this agreement.

a. If the supervisor has good reason to believe the cause of the problem is not drug or alcohol related, he or she may recommend that the employee seek appropriate help, such as financial, marital, legal, spiritual counseling, or Union assistance.

b. Take progressive disciplinary action.

SECTION 7: Any employee who participates in this program in connection with drug and/or alcohol abuse will be entitled to the rights and benefits provided other employees who are sick, in addition to specific services and assistance which this program provides.

SECTION 8: Employees must pay for the cost of treating alcohol or drug health problems as with any other health problem. Coverage and benefits vary under the federal health benefits plans consistent with this agreement. Sick leave or other appropriate leave may be granted for drug or alcohol related medical examination and treatment. The first referral for counseling is on duty time.

Article 31

CONDUCT AND DISCIPLINE

SECTION 1: PURPOSE AND POLICY: The purpose of discipline is to maintain good order and morale. Supervisors have the authority to maintain proper conduct and discipline among their employees. Any disciplinary action taken should be for just cause. The following are management considerations in determining disciplinary actions:

- a. Complaints and allegations against employees should be resolved as quickly as possible.
- b. Disciplinary action should be the minimum to achieve the desired result.
- c. It is recommended that disciplinary action should be applied progressively to correct and improve employee behavior.
- d. Disciplinary action should be applied consistently and equitably.

SECTION 2: DISCIPLINARY ACTIONS: Disciplinary actions are oral admonishments, written reprimands, suspensions, removals, and reduction in grade taken for disciplinary reasons.

SECTION 3: EXAMINATION OF FACTS: The supervisor will attempt to ascertain pertinent facts, both for and against the employee, before taking disciplinary action. Based on availability of personnel, the individual(s) will be advised within ten (10) workdays of potential disciplinary action.

SECTION 4: CONFIDENTIAL DISCUSSIONS: If the supervisor has reason to counsel, orally admonish an employee, or discuss other disciplinary action, it will be done in a private manner that will minimize embarrassment in front of other people. This does not preclude Union representatives or other management personnel from being present at such meetings.

SECTION 5: INITIATION OF ACTION: Management recognizes the need to take disciplinary action in a timely manner. Initiation of disciplinary action may be delayed pending completion of an investigation or availability of pertinent personnel.

SECTION 6: LAST CHANCE

AGREEMENTS: The Union will be notified and given an opportunity to be present when management offers a bargaining unit employee a last chance agreement.

SECTION 7: RECORDS OF DISCIPLINARY ACTIONS:

a. Disciplinary actions which are removed as a result of a grievance or arbitration decision shall be removed from the AF Form 971 and the employee's Official Personnel Folder/record as directed by the decision.

b. Non-recurring records of counseling will be removed from the employee's 971 file not later than one year from the date of the incident/annotation.

SECTION 8: EVIDENCE:

a. If requested, an employee will, in any disciplinary action, be furnished a copy of all written documents which contain evidence relied on by management which formed the basis for the reasons and specifications.

b. If the discipline is based on an investigative report, the employee will be furnished (if requested) all written documents from the investigation which are disclosable in accordance with applicable laws, rules, and regulations.

Article 32

NEGOTIATED GRIEVANCE PROCEDURE

SECTION 1: PURPOSE: The purpose of this Article is to provide mutually acceptable method for prompt and equitable settlement of grievances. This Article shall be the exclusive procedure available to the Union, the employees, and the Employer for resolving grievances except as provided in Sections 3 and 4 of this Article.

SECTION 2: SCOPE: A grievance is defined as a complaint:

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

1. the effect, or interpretation, or a claim of breach of this collective bargaining agreement; or

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

SECTION 3: EXCLUSIONS: The Parties agree that the following actions are exempt from coverage of the negotiated grievance and arbitration procedures of this agreement.

a. Any claimed violation of subchapter III Chapter 73 of Title 5, U.S. Code (relating to prohibited political practices).

b. Retirement, life insurance, or health insurance.

c. Any suspension or removal under Section 7532 of Title 5, U.S. Code.

d. Any examination, certification, or appointment.

e. The classification of any position which does not result in the reduction in grade or pay of an employee.

f. The separation of any probationary employee except as provided by law.

g. A valid nonselection for promotion from a group of properly ranked and certified candidates.

h. Any notice of proposed disciplinary or adverse action.

i. Separation actions for employees serving in a time limited appointment (Temporary employees) or during a probationary period; however, this action does not prohibit these employees from utilizing this procedure for grievances other than separation except as provided by law.

SECTION 4: APPEAL AND GRIEVANCE OPTIONS

a. Under 5 U.S.C., Section 7121, the following actions may be filed under the statutory appeal procedure or the negotiated grievance procedure, but not both:

1. Actions based on unsatisfactory performance (5 U.S.C., Section 4303).
2. Adverse actions (5 U.S.C., Section 7512).
3. Discrimination [5 U.S.C., Section 2302, (b)(1)].

b. Nothing in the agreement shall constitute a waiver of any further appeal or review rights permissible under the statute.

c. An employee shall be deemed to have exercised his/her option under this section when he/she timely initiates an action under the applicable statutory procedure or files a timely grievance in writing under the negotiated grievance procedure, whichever event occurs first. Discussions between an employee and an EEO counselor would not preclude an employee from opting to select the negotiated grievance procedure if the grievance is otherwise timely.

SECTION 5: DISPUTES OF GRIEVABILITY/ARBITRABILITY: Should the Parties not agree as to whether a grievance concerns a matter subject to this grievance and arbitration procedure, the responding Party agrees to furnish the aggrieved Party a final written decision concerning the nongrievability/nonarbitrability of the grievance. Such a decision will be furnished within the time limits required for the decision in Section 10, Step 3. All disputes of grievability/arbitrability shall be referred to an arbitrator as a threshold issue on the grievance. If the arbitrator determines the grievance is arbitrable, the arbitrator will rule on the merits of the grievance.

SECTION 6: EXTENSIONS OF TIME LIMITS: The time limits of this Article, except for any time limits specified in the arbitration article of this agreement may be extended upon mutual consent of the Parties concerned. Reasonable requests for extension will be submitted and approved in writing. Such requests will not be unreasonably denied. Absent such mutual agreement, any grievance that is not filed within the stated time limit, including any approved extension, will be considered closed and not subject to further processing. Failure on the part of the grievant to meet any of the time requirements of this Article will result in denial of the grievance. Failure on the part of management to meet any time limit at Step 1 and beyond of a written grievance will result in the automatic elevation to the next step up to and including arbitration.

SECTION 7: PROTECTION FROM REPRISAL: The Employer and the Union agree that every effort will be made by management and the aggrieved to settle grievances informally at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing or desirability to the organization. Reasonable time during working hours will be allowed for employees and Union representatives to discuss, prepare for, and present grievances.

SECTION 8: GRIEVANCE FORMAT: Employees will file grievances which will include, as a minimum, identification of:

- a. Name of grievant,
- b. Basis for the complaint,
- c. Personal remedy sought, and
- d. Name of representative, if applicable.

SECTION 9: GRIEVANCES INVOLVING ADVERSE ACTIONS OR REMOVALS/REDUCTION IN GRADE BASED ON UNACCEPTABLE PERFORMANCE:

STEP 1: A complaint which involves an adverse action or a removal or reduction in grade based on unacceptable performance shall, at the employee's option as provided in section 4, be made in writing to the Installation Commander (or his designee) by the employee or the employee's representative within five (5) work days following the effective date of the action. The Employer will issue his/her final decision in writing within ten (10) working days after receipt of the complaint.

STEP 2: If the matter is not satisfactorily settled at Step 1 of this section the Union may refer the matter to arbitration as specified in the article on arbitration in this agreement.

SECTION 10: GRIEVANCE PROCEDURES:

STEP 1: Any grievance except as provided for in Section 9 shall first be in writing by the concerned employee or Union representative to the first-level supervisor in an attempt to settle the matter. The grievance must be presented within fifteen (15) workdays of the act or incident or from the date on which the employee or Union became aware of the matter, whichever event occurs first. The supervisor will render his/her written decision within ten (10) working days after presentation of the grievance. The Union representative may be present if the employee so desires. However, if an employee presents a grievance directly to the Employer for adjustment consistent with the terms of this agreement, the Local shall be provided an opportunity to have an observer present.

STEP 2: Should the employee be dissatisfied with the decision rendered at Step 1, the employee and/or the representative, if any, may submit the written grievance, which may

include supporting information to the second-level supervisor within five (5) working days. Within five (5) working days, the second-level supervisor will provide a written decision to the grievant with a copy to the Union representative, if one is appointed, or the Local President.

STEP 3: If the grievance is not settled at Step 2, the grievant and/or the Union representative may within five (5) working days after receipt of the decision of Step 2, forward the grievance to the Installation Commander (or designee) for further consideration. The Commander (or designee) will review the grievance and provide the grievant a written answer within five (5) working days after receipt of the grievance with a copy to the Union representative, if one is appointed, or the Local President.

SECTION 11: UNION AND EMPLOYER GRIEVANCES:

a. Union grievances are grievances which are individual or group grievances and concern any matter relating to the employment of an employee, or interpretation, or a claim of breach of any provision of this agreement, or a claimed violation of a law, rule, or regulation which affects conditions of employment for employees, may be submitted by the Local President (or designee) within ten (10) working days, after the Union becomes aware of the grievance, to the Installation Commander (or designee). The Commander and the Local President (or their designees) will meet within ten (10) working days after receipt of the grievance to discuss the grievance. The Commander shall provide the Local President his written answer within ten (10) working days after the meeting. If the grievance is not settled by this method, the Union may refer the matter to arbitration as specified in Article 33, Arbitration.

b. Grievances by the Employer concerning the effect, or interpretation, or a claim of breach of any provision of this agreement, or a claimed violation of a law, rule, or regulation which affects conditions of employment for bargaining unit employees may be submitted by the Installation Commander (or designee) within ten (10) working days after the Commander becomes aware of the grievance to the local president or designee by mailing a copy, certified mail return receipt requested to the Union's last known mailing address. The Commander and the Local President (or their designees) will meet within ten (10) working days after receipt of the grievance to discuss the grievance. The Local President shall provide the Commander with a written answer within ten (10) working days after the meeting. If the grievance is not settled by this method, the Employer may refer the matter to arbitration as specified in Article 33, Arbitration.

Article 33

ARBITRATION

SECTION 1: If the Parties fail to settle a grievance processed under the negotiated grievance procedure of this agreement, then such grievance may, upon written request by the Party desiring arbitration, be referred to arbitration. Such written request must be submitted not later than fifteen (15) calendar days after receipt of the decision obtained in the final step of the grievance procedure.

SECTION 2: Within ten (10) calendar days after receipt of the notice of intent to arbitrate, the Parties shall meet to agree on the selection of an arbitrator. If agreement cannot be reached on an arbitrator, either Party may request the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons qualified to act as arbitrators. The Parties shall meet within ten (10) calendar days after the receipt of such list to select the arbitrators. The Employer and the Union shall alternately each strike one name from the list. The remaining name shall be the duly selected arbitrator.

SECTION 3: It is recognized by the Parties that in resolving the issue to be decided by arbitration, it may be necessary for the arbitrator to interpret policies, regulations, and directives issued by Headquarters Air Force Reserve Command, Headquarters Air Mobility Command, Headquarters United States Air Force, the Department of Defense, and other executive agencies and departments. In making such interpretation, the arbitrator shall accord the interpretation of the authority issuing such policies, regulations, or directives paramount weight and importance.

SECTION 4: The arbitrator shall be instructed to render a decision limited to the specific issue as presented by a joint submission of the Parties or, if the Parties are unable to reach agreement on a joint submission, on the issue which the arbitrator determines will be heard. The arbitrator shall not change, modify, alter, delete, or add to the provisions of this agreement or supplements thereto.

SECTION 5: All disputes as to whether or not a matter is subject to arbitration under this agreement or concerns a matter for which a statutory appeal procedure exists shall be settled in accordance with the negotiated grievance procedure of this agreement.

SECTION 6: All costs incidental to arbitration, including but not limited to the fees and expenses of the arbitrator, shall be borne equally by the Employer and the Union.

SECTION 7: The arbitration hearing shall be held during the regular day-shift hours of the basic work week on the Employer's premises. Obtaining necessary witnesses who are neither civilian employees of the Employer nor military personnel assigned to March ARB shall be the responsibility of the Party calling such persons and shall be at the expense of that Party. Those necessary witnesses who are either civilian employees of the Employer or military personnel assigned to March ARB, and who are reasonably available, will be obtained by the Employer.

SECTION 8: The arbitrator will be requested to render a decision as quickly as possible but no later than thirty (30) calendar days after the conclusion of a hearing.

SECTION 9: The arbitrator's award shall be binding on both Parties. However, either Party may file exceptions to the award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

Article 34

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

SECTION 1: The Employer and the Union reaffirm their commitment to the principles of EEO, and to that end, agree to support a positive program which has as its objective freedom from discrimination based on race, color, religion, national origin, sex, mental or physical handicap, marital status, or age.

SECTION 2: MANAGEMENT COMMITMENT

a. Managers and supervisors will support EEO policies and programs, and are responsible for meeting goals and objectives established for equal employment within their areas of jurisdiction.

b. A public statement will be issued by the Commander at least annually to reaffirm total commitment to and support of EEO goals and objectives. A copy of this statement will be provided to the Union.

SECTION 3: PERSONNEL ACTIONS AND EMPLOYMENT PRACTICES

Personnel actions and employment practices involving employees will be based on law, applicable Government wide/Air Force regulations, and the terms of this contract.

SECTION 4: EEO COMPLAINTS AND EMPLOYEE RIGHT TO REPRESENTATION.

a. The Employer agrees to consider and adjudicate complaints of discrimination in a fair and timely manner. Management will support and cooperate with EEO counselors and other officials including employee representatives in attempting to bring about informal resolutions of complaints and matters related to affirmative action programs.

b. Persons who file discrimination complaints or who participate in the presenting of such complaints will be free from restraint, interference, coercion, discrimination, or reprisal.

c. A complainant has the right to be represented by a representative of his or her choice during counseling or at any stage of the complaint procedure.

SECTION 5: EEO COMPLAINTS. The Employer agrees to provide an adequate staff of trained EEO counselors, who will be available and accessible to all employees. Counselors for unit employees shall be selected by management, recommendations may be made by the Union.

SECTION 6: The Employer has established an Equal Employment Opportunity Advisory Committee which meets at least quarterly to evaluate activities relating to EEO complaints and related items. Statistical data generated as a result of analyses of promotions, awards, and other available data are discussed during the scheduled meetings

and a copy will be provided to the Union. One representative from the Union is authorized to serve on the committee in accordance with AFI 36-1201.

SECTION 7: Union representation authorized under this Article shall be on official time. Training on EEO procedures will be provided to a Union representative if mutually agreed.

Article 35

GENERAL PROVISIONS

SECTION 1: CLOTHING AND EQUIPMENT: As authorized by appropriate Air Force regulations and directives, the Employer agrees to furnish all protective clothing, and equipment that employees are required to use or wear.

SECTION 2: USE OF PRIVATE VEHICLES: Travel to work sites on base other than assigned duty stations should be accomplished in Government conveyance. Employees will not be required to use personal vehicles in the performance of their duties. Individuals using their personal vehicles for their own convenience will do so at their own expense.

SECTION 3: ORIENTATION OF NEW EMPLOYEES: For each new employee or rehired employee, the Employer agrees:

a. To advise the employee of his or her right to join or refrain from joining a labor organization freely and without fear of penalty or reprisal.

b. To provide the employee a copy of the negotiated agreement.

c. To provide the employee with the names, location, and telephone numbers of Union officials and the Union office. In addition, the Union will be provided the opportunity to have a representative on official time in order to advise new employees about the Union.

SECTION 4: WAGE SURVEYS: The Union shall be notified of the start of wage surveys which are scheduled for the applicable wage areas consistent with information available to the Employer. The Union shall be furnished a copy of new wage schedules applicable to employees in the unit as soon as possible. The Union will have equal participation in the wage survey.

SECTION 5: EMPLOYEE INDEBTEDNESS: The Employer and the Union agree that employees are responsible for paying their just debts. The Employer agrees that disciplinary action shall not be taken against an employee for debts denied by the employee to be a just debt, unless a judgment or a court order has been obtained against the employee through appropriate legal action.

SECTION 6: EATING AREAS: The Parties agree that those areas specified as eating areas located within an organization will be available to unit employees. Employees who choose to use an eating area to consume a meal shall have priority over other activities such as meetings or card playing. Employees who use such eating areas will leave them in the same state of cleanliness as when they began their meal. Employees will be allowed an uninterrupted, specified period of time when they choose to use a specified eating area.

SECTION 7: CONTRIBUTIONS, SOLICITATIONS, AND COLLECTION OF FUNDS: The contribution, solicitation, and collection of funds from employees during working hours within the Base for local and national health and welfare drives shall be limited to those recognized by the President's Committee on Fund Raising within the Federal Service and those approved by the Air Force. The Union agrees to encourage Union members to participate in and contribute to fund drives.

- a. Each employee shall have the right to contribute or not to contribute.
- b. To assure each employee of his or her rights, on-the-job solicitations shall be governed by the following:

1. No employee shall be coerced into collecting funds for any drive.
2. Employees shall be given descriptive literature as provided by the organization.
3. Employees shall not be asked for gifts for unidentified purposes or be assigned dollar goals or quotas.
4. Supervisors or other personnel in management positions shall not solicit subordinates in a manner that would make the supervisor personally aware of which employees had or had not contributed.

SECTION 8: DISTRIBUTION OF AGREEMENT: The Employer agrees to prepare and transmit ten copies of this agreement to the Union, and one copy to each present and future civilian employee covered by this agreement. All changes and amendments to this agreement shall be distributed in a like manner.

SECTION 9: GROOMING STANDARDS: Except for persons wearing a military uniform, no employee shall be required to adhere to any dress or grooming standards unless it is job or safety related.

SECTION 10: VEHICLE CODE: March ARB Instruction 31-204 governs vehicle code violations on the base. A bargaining unit employee has the right to consult with the union over the issuance of a ticket for violations of the MARB vehicle code. A bargaining unit employee may consult the Union over the issuance of a ticket for violations of the MARB Vehicle Code. The Union may, if it deems necessary, file a union grievance within 10 days of the ticket issuance. In accordance with MARBI 31-204, Chapter 6, points will be assessed against a person and will remain in effect for point accumulation purposes. Radar will be used only by trained and certified personnel.

Article 36

TOOLS

SECTION 1: The Parties recognize that the mission of the Employer requires work which may require special tools. All tools and equipment necessary to perform the work will be provided by the Employer.

SECTION 2: The Employer may require reasonable accountability procedures for assigning such tools to employees.

SECTION 3: The Employer will provide tools and equipment that are safe and in operable condition for performing work. Employees may be required to perform routine maintenance on tools and equipment. Employees should report defective tools and equipment, once they are identified, immediately to their supervisor.

SECTION 4: Employees will not be held liable for lost or damaged property unless the loss or damage is due to the employee's negligence or misconduct. If the Employer decides to hold an employee liable, the employee will be advised of his or her appeal and/or grievance rights. Employees may be represented by the Union or a representative of his or her choice. An employee's representative will be entitled to the same information as the employee.

SECTION 5: An employee may file an appeal under the agency's appeals procedures or the negotiated grievance procedure, but not both.

Article 37

AIR RESERVE TECHNICIANS

SECTION 1: The Union acknowledges the complexity of the ART program, and does not wish to interfere in any way with the military regulations or policies that govern ART's when they are in military status. However, the Union does feel inclined to distinguish between the two entities.

SECTION 2: The Employer recognizes the Union's right to I&I bargaining, and will consult with the Union before implementing or changing policies, Base or higher headquarters, which impact working conditions, personnel practices or conditions of employment. The Union has the right to request meetings as appropriate to discuss issues of mutual concern.

SECTION 3: ART's in civilian status will be governed by all existing civilian directives, regulations and this collective bargaining agreement. The Employer will ensure that civilian and military personnel actions are kept distinctly separate, and the processing of these actions are done IAW applicable regulations.

SECTION 4:

a. The wear of the military uniform is encouraged by ART's during exercises, operational readiness inspections and ongoing contingency operations, however is not mandatory when performing duty in civil service status as an air reserve technician except when mandated by the employee's position description.

b. Wear of the uniform while performing duty in civil service status is at the option of the individual except when mandated by the employee's position description.

c. ART's must wear appropriate military flight clothing while participating in military flights as crew members/crew chiefs. They will, when in civilian status, be authorized to wear an aircrew style name patch with their name and aircrew/maintenance specialty badge on them.

d. While wearing the military uniform in civilian status, ART's will maintain the personal grooming and weight standards outlined in Air Force Instructions.

SECTION 5: The Employer agrees that while in civilian status, proper civilian titles will be used. Use of a military identity in the performance of their normal duties is at the option of the employee. ART's in civilian status may sign forms and documents using their choice of military or civilian rank, unless stipulated by Air Force Instruction, laws, or rules.

SECTION 6: Employees who receive official calls during off-duty time (including days off and holidays) that require them to perform necessary work from home, will be compensated. Hours worked will be reported to, and approved, by their supervisor.

SECTION 7: When extensive temporary duty travel outside of regularly scheduled hours of duty is required for the benefit of the agency's mission, employees are authorized to be absent from work without charge to leave or loss of pay for a reasonable time to recuperate from fatigue or loss of sleep. In determining "reasonable time", the supervisor considers the adverse effect on work performance, health, or well being, and any safety hazard which might result from working while fatigued. Normally, this should not exceed 4 hours. When the total elapsed travel time exceeds 20 consecutive hours, as in the case of travel between the continental U.S. and either Pacific or European bases, up to 8 hours of duty time may be excused for recuperation.

SECTION 8: Tour of duty and daily hours of work for aircrew members and MEGP engaged in long distance flights will be governed by the proposed Mission Operations Directive (FRAG). Duty time on AFRES Form 4 will be logged in the hours of the time zone where the workday began. Night differential pay will be based on local time of the first departure location of the day.

Duty time starts and terminates:

- a. Home station - directed mission report time and upon release from duty;
- b. Away from home station - at legal for alert, when not alerted and standing by in the alert window, or at directed reporting time, and upon release from duty.

Aircrew members and MEGP on off station missions will be credited with their normal scheduled duty day hours when delays or changes through no fault of their own, preclude them from performing actual work during that day.

SECTION 9: FORTY-FOUR (44) DAYS MILITARY DUTY

- a. The ART population of the 452 AMW can not be forced to use the extra 44 days to perform military duty.
- b. The ART population of the 452 AMW can not be forced to use their annual leave, credit hours, LWOP or compensatory time to use the 44 days.
- c. The ART employee wishing to use the 44 days or any portion thereof may be converted to a paid military status of choice, for the days of work that fall on normally non-scheduled work days. This category of military leave is charged for civilian workdays only.
- d. If the ART employee wishes to use the 44 days or any portion thereof, they can mingle it with traditional 15 days military leave, leave without pay (LWOP) or earned

comp/credit hour. Documentation of such will be in accordance with applicable laws, rules and regulations.

e. When using the 44 days or any portion thereof, the ART employee must be at an overseas location, not to include Guam, Alaska, Puerto Rico, Hawaii or the Continental United States. The ART employee may be on the 44 days for departing home station, when the destination is outside of the U.S., for returning to home station or for intervening stops on a continuing mission outside of the U.S.

f. While using the 44 days, the ART employee will be receiving their civilian paycheck. The ART employee will be on military status for points only (unless they convert to a pay status for work performed on non-scheduled workdays). The ART employee will be entitled to receive any and all premium pay they are entitled to according to their normal work schedule.

g. The earning of overtime worked is only applicable to the individuals that are entitled to “regularly scheduled overtime”.

h. None of the 44 days may be carried over from one year to the next.

i. Since the employee is on active duty without military pay, all jurisdictional issues are covered under the UCMJ, injury compensation is covered under line-of-duty procedures, reimbursement for travel, per diem and lodging are computed based on military entitlements, etc.

j. No coercion, threats (implied or stated) or retaliation shall be used, or tolerated, against the ART employee to induce them to use the 44 days military duty.

Article 38

FIREFIGHTERS

SECTION 1: SPORTS AND RECREATIONAL ACTIVITIES: Firefighters, while in a standby status and not otherwise on a duty assignment, may engage in sports and recreational activities provided that such activity does not interfere with the functioning of the fire station. While engaged in such activity, firefighters must maintain themselves in a state of readiness to respond to emergency calls. Firefighters must provide their own “sports clothing” however, the fire department must provide “fitness clothing to include gym shorts, T-shirts and sweat pants”....Ref: AFRC Supp to AFI 36-801. Firefighters will be allowed to use the base gym and must remain in radio contact and maintain crew continuity. No more than one ARFF crew is allowed to workout in the gym at any time. Management retains the right to stop any sport or recreational activity that demonstrates it may inflict harm or injury on the employee.

SECTION 2: UNIFORMS AND TURN-OUTS:

a. Firefighters will maintain a neat and clean appearance while on duty and wear the uniform described in applicable regulations and applicable NFPA standards. Employer will pay firefighters a uniform allowance in accordance with applicable regulations. The agency will provide an initial allowance and an annual allowance (maximum allowable by law) to help replace and maintain said uniforms. Appropriate documentation to initiate payment of said allowance will be submitted by the agency to FM not later than 15 Dec of the preceding year. The agency will provide to the employee at no cost, Chippewa safety boots. The agency agrees to replace said boots when the boots are unserviceable. Management will determine when boots need replacement. Replacement and initial issue of boots will be made within 30 days.

b. It is agreed that all employees in the unit may wear coveralls, provided by the Employer/activity, while performing duties which are appropriate and in accordance with applicable regulations.

c. Firefighters may, during warm days, wear T-shirts while in the fire station (including while attending training conducted in the fire station), of the same design and color, with the approval of the Fire Chief.

d. A firefighter will not be required to share any part of the assigned personal protective equipment with another firefighter.

e. The Employer agrees that fire department employees may wear baseball hats of same design and color, with the approval of the Fire Chief.

f. It is agreed that each employee will be issued a complete set of personal protective equipment (NFPA Approved). Additionally, protective ear equipment and eye equipment with clear and tinted lenses and PASS devices will be provided by the Employer.

SECTION 3: TOUR OF DUTY/WORK PERIODS:

This section provides information concerning work periods and tour of duty as of the date of this agreement.

a. Personnel assigned to duties other than fire department operations will work a standard 40-hour workweek. Exceptions to this are the Fire Chief, the Assistant Chief of Training, and the Assistant Chief of Tech Services (who work an approved 60 hour workweek) duty hours are from 0730 to 1600 hours daily, Monday through Friday.

b. Personnel assigned to Fire Department operations will work a 72-hour week. The operations duty shift begins at 0730 however, personnel must arrive early enough to be at roll call/formation with their protective clothing and in uniform at 0730 because personnel going off duty will not normally stand roll call. Personnel who are not in formation with their protective clothing at 0730 will be considered late for duty. It is recommended operations personnel arrive early enough to cross feed information with their counterparts on the off-going shift.

c. Personnel assigned to the Fire Department Communications Center (FDCC) will work the following shifts:

Day As set by FACC Supervisor
Night As set by FACC Supervisor

FDCC personnel work five days on with two days off and will rotate shifts quarterly.

d. A formation and a roll call will be held at different times, and all personnel are expected to be in their proper uniforms at both roll call. The off-going shift will have a formation at 0725. The on-coming shift will hold its roll call at 0730.

e. Wake-up is called at 0630 each day

f. Requests for leave may be approved via telephone. However, minimum staffing of 18 personnel on duty will not be compromised unless approved by the Fire Chief. It is imperative the individual requesting the leave speak with his/her Assistant Fire Chief or the Fire Chief. These are the only individuals authorized to grant emergency leave. Requests of this nature will normally be approved. The first duty day back to work, the employee will complete the SF-71 to properly annotate the leave request approval. Personnel requesting sick leave must request the leave through the Assistant Fire Chief or the Fire Chief. Sick leave consisting of (three shifts for 8 hour personnel), or two 24 hours days of sick leave for group personnel will require Medical Release Slip back to duty and will be accompanied by a SF-71 to properly annotate the leave request/approval.

g. Firefighters are performing actual work when required to stand roll call, inspecting and maintaining fire apparatus and support vehicles, inspecting buildings and areas, giving and receiving job related training, being present at meetings and formal gatherings, being present at "HOT WORK" and other types of operations where the danger of fire or other related emergencies are present, preparing and maintaining reports, suppressing fires and conducting operations connected therewith, housekeeping, physical fitness, monitoring the work of others, and performing other job related duties assigned by the Employer.

h. A firefighter is in standby/sleep status only at times when he/she is not required to perform actual work and is free to eat, sleep, read, listen to the radio, or engage in other similar pursuits. If work assignments are required during periods of standby/sleep time, the Employer agrees it will be accomplished as expeditiously as possible and that no work given only to keep firefighters busy will be performed.

i. No scheduled drills will be conducted on Saturdays, however, make-up training that was not completed during the previous work week may be accomplished at this time. All training will be completed prior to the noon meal. No training will be conducted on Sundays and holidays except those required by higher headquarters inspections or assessments. Every effort will be made to conduct scheduled training Monday-Friday prior to 1600.

j. Performance evaluations for Air Force Reserve Fire Fighters will be conducted by host base firefighters as required.

k. Assignment of relief Fire Department Communications Center dispatchers. It is agreed that every effort will be made to assign relief dispatchers during the day shift. If this is not possible due to emergencies, firefighters will staff the alarm center during the swing and/or mid shift. Assigned relief duties during this time will be granted equal compensation down time. The established tour for alarm room relief is four hours. Lead firefighters (GS-7) will not be required to pull relief duties in the alarm room.

SECTION 4: LIBRARY:

Employer will provide materials required for firefighters to remain proficient in their profession. Required training materials for Firefighter Certification will be maintained at all times.

SECTION 5: FACILITIES/MATERIALS:

a. It is agreed that the Employer shall provide and maintain adequate facilities for employees of the fire department for eating and sleeping.

b. The Employer agrees to provide cooking and eating utensils, such as pots, pans, electric can opener, toaster, knives, forks, spoons, glassware, plates, bowls, etc.

c. Refrigerators will be supplied by the Employer for the storage of firefighters' perishable food. Firefighter storage space will be limited for one day food consumption.

d. The Employer will provide and maintain a commercial clipper, two-burner coffee maker, and microwave oven for use of the firefighters.

e. The Employer agrees to provide and maintain two color televisions and cable hook-ups at the fire station, as long as cable service/contract is available. Additionally, TVs, VCR, and cable hook-up will be provided in each sleeping room.

SECTION 6: TRADING TIME:

a. It is understood and mutually agreed to by the Parties that the practice of trading time among fire department employees will be permitted, provided that the following conditions are met:

1. Exchanging duties must be of equal rank and/or have the particular skills and duties necessary to perform one another's duties.

2. The trading is done voluntarily.

3. Trade time will not be used in lieu of annual leave.

4. Time cannot be traded on the first or last day of the pay period.

5. The period during which time is traded is within the same pay period.

6. For firefighters, time traded must be in 24-hour blocks. For dispatchers, time traded must be in 8-hour blocks.

7. Work schedule changes must be accomplished by the Assistant Fire Chief prior to the trade of time.

8. The exchange will not result in increased entitlements.

SECTION 7: ANNUAL FIREFIGHTER PHYSICAL EXAMINATIONS: The Parties agree that the annual physical examination is given by the Employer, the following standards will be met:

a. Employee will be given the examinations while the employee is in a duty status. The employee will be given 14 days advance notice.

b. Subject to necessary use, the results will be kept confidential.

c. The examination will be given by competent medical personnel.

SECTION 8: FIREFIGHTER HAZARDOUS MATERIAL OPERATIONS:

Occasionally, firefighters will be required to engage in hazardous material operations such as, but not limited to, the control and stabilization of hazardous products. The Employer will provide tools, equipment and, training required for firefighters to carry out their assigned duties.

The fire department's role during hazardous materials emergency response is to respond to the incident to provide command and control, rescue, extinguishments, and containment actions based on the conditions present. Once these actions have been accomplished, the fire department's involvement reverts to a support role.

Neutralization, recovery, clean up, and disposition of hazardous waste are accomplished by trained experts in the related field and are not a HAZMAT emergency response team function.

SECTION 9: ASSIGNMENT OF CUSTODIAL DUTIES:

a. Custodial duties will include all those duties that are associated with daily housekeeping, such as administrative offices, living quarters, leisure areas, restroom facilities, kitchen leisure area, and outside policing of the fire station.

b. Firefighters will not be responsible for landscape maintenance.

ARTICLE 39

POSITION DESCRIPTION/CLASSIFICATION

SECTION 1: PURPOSE- The purpose of a position description (PD) is to describe the primary assigned duties and responsibilities of the position for pay and classification purposes.

SECTION 2: DUTY ASSIGNMENT- Employee's are entitled to know the duties and responsibilities of their positions. Therefore, a copy of the PD will be furnished to each employee when assigned to a position. Changes in primary duties and responsibilities will be discussed with employees and they will be given at least a draft copy of the primary duty changes not later than 30 days after the supervisor has assigned new duties. All changes must be coordinated through the CPF for inclusion in the official PD.

SECTION 3: INACCURATE POSITION DESCRIPTION- Employees who believe their position description is inaccurate may meet and discuss this matter with their supervisor for clarification. When differences concerning the accuracy of a position description cannot be resolved between the supervisor and the employees, employees should consult with appropriate Personnel Management Specialist for possible resolution before filing a grievance. Employees who have significant changes in primary duty assignments that are not reflected in their position description may request a site audit through their supervisor. This request must be in writing and describe the significant changes.

SECTION 4: OTHER RELATED DUTIES- The phrase "other related duties assigned" as used in position descriptions, means duties related to the job. This phrase will not be used to regularly assign work to an employee that is not reasonably related to the basic position description. Non-demeaning duties, which are not related to the basic position description, may occasionally be assigned. Continued assignment of such occasional duties should result in documentation of duties as detail, if outside the scope of the position requiring different skills or knowledge.

SECTION 5: COMPLAINTS AND APPEALS- Classification complaints and appeals will be in accordance with applicable laws and regulations.

