

Master Labor Agreement  
Section 34.05: Continuation Of Local Agreement As Supplement  
between  
Kirtland Air Force Base  
and the  
American Federation of Government Employees  
Local 2263

12/20/2018

In accordance with the 12 Dec 18 agreement between AFGE Local 2263 and Kirtland AFB, this document represents the continuation of the local agreement as a supplemental agreement to the Master Labor Agreement (MLA) in accordance with Section 34.05 of the MLA.

Approved by HQ AFMC/A1KL on 19 December 2018

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MASTER LABOR AGREEMENT  
SECTION 34.05: CONTINUATION OF LOCAL AGREEMENT AS  
SUPPLEMENT  
between Kirtland Air Force Base  
and the  
American Federation of Government  
Employees Local 2263

ARTICLE 1

UNIFORMS

The standards and conditions for furnishing or paying for uniforms for employees required to wear uniforms will be those provided by law, regulation and the published policies of the Air Force.

ARTICLE 2

FIREFIGHTER HOUSE RULES

This applies to Firefighter GS-0081/Fire Alarm Communications Center Dispatchers GS-2151.

ARTICLE 3

UNION-MANAGEMENT COOPERATION MEETINGS

Section A: Informative discussions between the Employer and the Union through designated representatives will have as their purpose the consideration of such matters as the following:

The meaning and intent of the Agreement; the interpretation and application of rules, regulations and policies; the prevention and correction of conditions causing misunderstandings and grievances; the encouragement of good human relations; the improvement of employee working conditions, education and training; and the strengthening of employee morale.

These discussions will relate to policy determinations but not to individual complaints or grievances of the Union, employees or the Employer. These discussions will not be construed as negotiations between the Parties, and they will not result in any changes to the provisions of this Agreement.

Section B: Union-Management cooperation meetings will be scheduled at the written request of either Party. Meetings will not be scheduled more frequently than once each calendar quarter.

The procedures for the meetings will be as follows:

- (1) Either Party may request a meeting.
- (2) The Union request will be in writing to the LRO or designated representative and Agency request will be in writing to the Union President or designated representative. The request will specifically identify all personnel, normally not to exceed two individuals, who will attend the meeting and represent the requesting Party. The receiving party will provide acknowledgement of the request within two business days. If the issues to be discussed are complex or diverse, additional personnel may attend the meetings by mutual consent of the Parties.
- (3) Representation of each Party at the meetings will normally be equal in number.
- (4) The requesting Party will specifically state in the written request the issues that it will be prepared to discuss. The receiving Party may respond to the requesting Party with additional issues to be discussed at the meeting.
- (5) The receiving Party will normally schedule the meeting to take place within 21 calendar days after the day the written request is received.
- (6) Any actions taken as a result of these meetings will not conflict with any provisions of this Agreement.

#### ARTICLE 4

##### HOURS OF WORK

Section A: The basic workweek for bargaining unit employees will consist of five consecutive eight-hour days which will normally be scheduled for Monday through Friday. The normal workday will include a nonpaid lunch period of thirty to sixty minutes which will normally be scheduled between three and five hours after the beginning of an employee's duty hours.

Section B: Bargaining unit employees will normally be notified not less than fourteen calendar days in advance of all changes in their regular hours of work.

#### ARTICLE 5

##### VOLUNTEERS FOR DIFFERENT WORKING HOURS

Section A: Bargaining unit employees may volunteer for different shifts or different tours of duty at any time by submitting signed and dated written requests to the Employer. The employees may withdraw their requests at any time. Available volunteers in the organization, who have the particular skills and qualifications determined necessary by the Employer to perform the work on the shifts or tours of duty when the work is required, will be given consideration for those assignments. Once assigned to a different shift or tour of duty that the employee volunteered for, the employee is permanently assigned to that shift or tour of duty.

Section B: The employee may be reassigned to a different shift or tour of duty at the discretion of the Employer. The Employer may fill the shift using a procedure based on Service Computation Date (SCD) Civilian, skill requirements and experience.

## ARTICLE 6

### REST PERIODS

It is recognized by the Parties that bargaining unit employees are required to work a full duty day. Rest periods may not be used to alter arrival or departure times based on an employee's work schedule nor combined with a meal period.

Section A – Indoor Duty Locations:-The Employer will provide a rest period of up to 15 minutes at or near the middle of each four hours of scheduled continuous work subject to mission requirements.

Section B – Outdoor Duty Locations: The Parties agree that rest periods are appropriate for personnel whose particular work assignments require their continuous and uninterrupted attention to duties, such as personnel engaged in interdependent production operations, and who do not have, by reason of the nature of their duties or their working environments, reasonable access to rest rooms or refreshments at or near their duty stations. If the employee is not assigned near their duty station or have access to restrooms or refreshments, proceed to the closest available support facility as approved by employee's supervisor. The rest periods may be modified by Wet Bulb Globe Temperature Index (WBGT).

## ARTICLE 7

### MAKE READY AND CLEAN UP TIME

Section A: Employees will be given a reasonable amount of time to don/doff any necessary Personal Protective Equipment (PPE) during duty hours prior to beginning/end of work period.

Section B: In work areas that must be cleaned each day by employees, the employees will be allowed a reasonable amount of time before lunch, rest periods, and at the end of their duty hours to clean up the areas assigned in accordance with the AFI 36-807.

## ARTICLE 8

### OVERTIME AND COMPENSATORY TIME

Section A: The Employer will give as much advance notice as circumstances reasonably permit when assigning overtime/compensatory work to bargaining unit employees.

Section B: Overtime/compensatory time will be assigned by the Employer, fairly and equitably and without discrimination, among available employees who have the particular skills and qualifications determined necessary by the Employer to perform the particular overtime work. The Union may provide its views, in writing, to the Employer on the

equitability of overtime/compensatory time assignments.

Section C: Records of overtime/compensatory hours worked by bargaining unit employees will be maintained electronically by the time system. Those records will be made available for up to six calendar months, upon request, to the Union for examination.

Section D: The Employer will not assign overtime work to bargaining unit employees as a reward or as a penalty.

Section E: Prior to the beginning of four continuous hours of overtime work, bargaining unit employees will be provided the option for a non-paid meal period of not less than 30 minutes and no longer than one hour to be taken at the employee's request based on mission requirements. If the employee's request cannot be granted at the requested time, the employee will be permitted to take the meal break at the earliest time the mission permits after the request.

## ARTICLE 9

### UNAUTHORIZED OVERTIME

Bargaining unit employees may not perform work for or on behalf of the Air Force before or after duty hours or during nonpaid lunch periods without the explicit authorization of the Employer.

## ARTICLE 10

### ACTIVITY CLOSURE/DELAYED REPORTING

Activity closure will be in accordance with AFI 36-815. Delayed reporting will be in accordance with 5 CFR 630, Subpart P and AFI 36-815.

## ARTICLE 11

### LEAVE WITHOUT PAY

Section A: The approval of leave without pay is a matter of administration discretion of the Employer, and it may be granted only at the specific request of the employee. Employees are not entitled to leave without pay unless provided for by statute, regulation, or instruction.

Section B: Employees on approved leave without pay are entitled to all the rights and privileges associated with federal employment that are permitted by governing laws and regulations for employees in a leave without pay status.

## ARTICLE 12

### COURT LEAVE

Court leave will be approved in accordance with AFI 36-815.

## ARTICLE 13

### ABSENCE FOR VOTING

Reference AFI 36-815.

## ARTICLE 14

### BRIEF PERIODS OF ABSENCE OR TARDINESS

Section A: The Employer is under no obligation, at any time or for any reason, to excuse a bargaining unit employee's tardiness in reporting for duty or unauthorized absences from duty. All bargaining unit employees are expected to report for duty on time every day and to remain on duty for eight full hours, or their complete tours of duty, every day. Employees who leave their duty stations early near the end of the workday are absent without leave and subject to disciplinary actions.

Section B: Unauthorized employee absences and tardiness for periods of less than 15 minutes may be excused by the Employer in situations where it was absolutely not possible for the employee to be on duty or to report to work on time. In these situations the tardiness or absences may, at the election of the Employer, be charged to annual leave or to leave without pay in response to the employees' requests. The Employer reserves the right to deny requests for approved leave in each of these situations and to take disciplinary actions against the employees for their unauthorized absences. Disciplinary actions may be taken in all situations where an employee accumulates three incidents of tardiness and absence from the work area without authorization in any 12 consecutive month period.

## ARTICLE 15

### REDUCTION IN FORCE

Section A: This Article applies to only bargaining unit employees and to only bargaining unit positions. All reductions in force affecting bargaining unit employees will be accomplished in accordance with governing laws and the procedures in governing regulations.

Section B: This Section applies to only those situations where one or more bargaining unit employees are affected by a reduction in force and more than one bargaining unit employees will be issued notices of adverse actions resulting from the reduction in force. Prior to official notification to affected employees and at the earliest practicable date, the Employer will notify the Union of the reduction in force. The notification will include the reasons for the reduction in force, the approximate number and types of positions affected, and the approximate dates



that the actions will be effected.

Section C: Bargaining unit employees separated by a reduction in force will be afforded reemployment rights in accordance with the provisions of governing laws and regulations.

Section D: Bargaining unit employees affected by a reduction in force have the right to inspect reduction-in-force records that pertain to their individual actions, insofar as it is permissible under the provisions of laws and regulations. Employees' personal representatives are permitted to accompany them for this purpose.

## ARTICLE 16

### TRANSFER OF FUNCTION

Section A: This Article applies to only bargaining unit employees and to only bargaining unit positions. All transfers of function affecting bargaining unit employees will be accomplished in accordance with governing laws and the procedures in governing regulations.

Section B: This Section applies to only those situations where one or more bargaining unit employees are affected by a transfer of function and more than one bargaining unit employees will be issued notices resulting from the transfer of function. Prior to official notification to affected employees and at the earliest practicable date, the Employer will notify the Union of the transfer of function. The notification will include the approximate number and types of positions affected and the approximate date of the transfer.

Section C: Bargaining unit employees separated as a result of a transfer of function will be afforded reemployment rights in accordance with the provisions of governing laws and regulations.

## ARTICLE 17

### ALCOHOL AND DRUG ABUSE

Substance abuse by a bargaining unit employee will be a matter of concern to the Employer in those situations where it interferes directly or indirectly with the satisfactory and safe performance of the employee's duties, where it reduces the employee's dependability, or where it reflects discredit on the Employer. Kirtland Air Force Base agrees to refer bargaining unit employees with identified substance abuse problems to a counseling service once during their employments at Kirtland Air Force Base. Rehabilitation shall be offered in accordance with AFI 90-508 chapter 10.

## ARTICLE 18

### EMPLOYEE DEBTS

Just financial obligations are debts that have been acknowledged by employees, reduced to judgments against employees by the courts, or otherwise imposed on employees by law. Employees of Kirtland Air Force Base are expected to discharge their just financial obligations in a timely and proper manner so as not to threaten or reflect discredit on the Air Force. The Employer will not become involved in any activities to determine the validity or amount of an employee's debts or to serve as a collection agency for an employee's creditors, outside of those debts which qualify as just financial obligations as defined above. The Employer will not release any information to the public about an employee's personal financial affairs except an employee's gross annual salary or wage.

## ARTICLE 19

### OFFICIAL FACILITIES

Section A: The Employer agrees to afford the Union the use of Kirtland Air Force Base facilities, when available, for the Union to hold general membership meetings with bargaining unit employees. The Union must request the use of such facilities in writing to the Labor Relations Officer at least 21 calendar days in advance of the requested date. The facilities provided may be utilized by the Union for general membership meetings, only outside the regular working hours of all the employees involved. The meetings may not interfere with the activities of Kirtland Air Force Base. The Union will be responsible for the condition of the facilities it uses, and it agrees to comply with the safety, security and utilization policies and regulations of the Employer in its use of the facilities.

Section B: The Union is authorized the use of government telephones for local calls for labor relations activities.

## ARTICLE 20

### USE OF OFFICIAL GOVERNMENT MAIL AND DISTRIBUTION SYSTEMS

The American Federation of Government Employees Local 2263 recognizes that government mail and internal government distribution systems may be used for official government business only. The use of these systems for personal and any other nongovernment purposes by bargaining unit employees may lead to severe disciplinary actions, including removals, against the employees.

## ARTICLE 21

### DISTRIBUTION OF AGREEMENT

The Employer agrees to furnish the Union with 400 copies of this Agreement and post an electronic copy. The Union will be responsible for reproducing any additional necessary copies of the Agreement, at Union expense, for the use of the Union and bargaining unit employees.

## ARTICLE 22

### UNION HEALTH BENEFIT PLAN

The Employer agrees to distribute to all bargaining unit employees copies of the American Federation of Government Employees Health Benefit Plan brochures, that are supplied to the Employer by the Union, at the same time as the brochures of other health benefit plans are distributed to employees. The Union is responsible for maintaining a supply of the American Federation of Government Employees Health Benefit Plan brochures with the Employer for this purpose.

## ARTICLE 23

### LIST OF NAMES

The employer will provide a current listing of employees in the union bargaining unit once a month by the seventh calendar day. The listing will include the employees' names, organizational units assigned, position titles, series, and grades.

SIGNATORIES

For the Union

For the Employer

Signed: \_\_\_\_\_  
ANGELICA STRONG  
President, AFGE Local 2263

Signed: \_\_\_\_\_  
BRETT A. MCDOWELL  
Labor Relations Officer

04 October 2018  
Date

Agency Approval

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date