

*Negotiated Agreement*

*Between*

*460th Space Wing*

*And*

*The Mile High Chapter of  
The Association of Civilian  
Technicians,  
Local #48*

*Date: 18 January 2018*

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## **ARTICLE 1**

### **GENERAL PROVISIONS**

#### **SECTION A – PREAMBLE**

1. This labor-management Agreement is executed pursuant to the exclusive recognition of the Mile High Chapter #48, Association of Civilian Technicians (ACT), hereafter known as the Union or ACT, as the certified bargaining agent for the consolidated bargaining unit of employees defined in Article 2 below and employed by the Air Force Space Command, 460th Space Wing, Buckley Air Force Base, hereinafter referred to as the Employer. In accordance with the provisions of Title VII of the Civil Service Reform Act of 1978 (CSRA), the following articles constitute the collective bargaining Agreement entered into by and between the Union, on behalf of the Association of Civilian Technicians, Mile High Chapter #48, and the Employer. Collectively, the Employer and the Union will be known as the Parties. References to days throughout this Agreement refer to calendar days, whether stated as “days” or “calendar days,” unless specifically referred to as “work days.”

2. This Agreement identifies the mutual covenants of the Parties hereto which have the intention and purpose to:

a. Promote and improve the efficient administration of the Employer and the well-being of its employees within the meaning of the applicable Public Law.

b. Provide for the highest degree of the efficiency in the accomplishment of the operation of the Employer.

c. To establish a basic understanding relative to personnel policy, practices and procedures, and matters affecting other conditions of employment within the jurisdiction of Employer.

d. To provide the means for amicable discussion and adjustment to matters of mutual interest.

e. Promote employee communication and information of personnel policy and procedures.

#### **SECTION B – BARGAINING UNIT DETERMINATION**

1. The ACT was designated and selected by a majority of the Title V civilian employees of the Employer as their representative for the purpose of exclusive recognition. Pursuant to Chapter 71, Title V, U.S. Code, ACT is the exclusive representative of all employees in the bargaining unit.

2. For the purpose of this Agreement, the bargaining unit of the Employer will be all Title V employees of the Employer.

a. Included: All Federal Wage System (FWS) and General Schedule Department of the Air Force employees under the operational control of the 460 Space Wing, Air Force Space Command, Buckley Air Force Base, Colorado.

b. Excluded: All professional employees, management officials, supervisors, and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7).

3. When the words “employee” or “employees” are used in this Agreement, it refers to only those employees in the bargaining unit.

## SECTION C – EMPLOYEE’S RIGHTS

1. The Parties recognize that each employee will have the right to form, join, or assist any labor organization or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee will be protected in the exercise of such right. Nothing in this Agreement will require an employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

2. The Employer recognizes the right of employees to organize and express their views collectively or to refrain from such activity; that employee participation in collective bargaining with respect to conditions of employment, through the representatives chosen by the employees, contribute to the effective conduct of the 460th Space Wing; and the well-being of its employees requires that orderly and constructive relationships be maintained.

## SECTION D – MANAGEMENT RIGHTS \* See addendum

1. Nothing in this Agreement will affect the authority of any management official of the 460th Space Wing, in accordance with applicable laws:

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

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

c. To assign work, make determinations with respect to contracting out, and to determine the personnel by which agency operations will be conducted.

d. To select personnel for all positions from properly ranked and qualified candidates and/or any other appropriate sources.

e. To take whatever action necessary to carry out the agency mission during emergencies. As a guideline, an emergency situation is a situation posing sudden, immediate and/or unforeseen requirements for the Employer as a result of natural phenomena or other circumstances beyond the Employer’s reasonable control or ability to anticipate.

2. Nothing in this article will preclude the Employer and the Union from negotiating, in accordance with applicable laws:

a. At the election of the Employer, the number, types, and grades of employees or positions assigned to any organizational subdivision, project, tour of duty, or on the technology, methods, and means of performing work;

b. Procedures the Employer will observe in exercising any authority under this Article; or,

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by the Employer. It is understood these negotiations do not preclude the exercise of Employer's authority except IAW Article 5 of this agreement.

## SECTION E – UNION RIGHTS AND DUTIES

1. The Union is the exclusive representative of the bargaining unit and is entitled to act for, and to negotiate agreements covering, all employees in the bargaining unit. The Union is responsible for representing the interests of all employees in the bargaining unit it represents without discrimination and without regard to membership. An ACT National Field Representative is included in this exclusive representation.

2. An exclusive representative of the Union will be given the opportunity to be present, informed in advance of the time and subject matter whenever possible, at any formal discussion between one or more employees and any representatives of the Employer concerning any grievance or any personnel policies or practices, or other general conditions of employment. An exclusive representative of the Union will be given the opportunity to be present at any examination of an employee during an investigation, formal or informal, if the employee reasonably believes that the examination may result in disciplinary action and if the employee requests Union representation.

3. The Union will not interfere with, restrain or coerce any employee in the exercise of their rights under the law. The Union will not coerce, discipline, fine or attempt to coerce a member of the Union as punishment, reprisal or for the purpose of hindering or impeding the member's work performance or productivity as an employee. The Union will not discriminate against an employee on the basis of race, color, religion, national origin, sex, age, or physical/mental handicap.

4. The Union will not call or participate in a strike, work stoppage, or picketing of the Employer in a labor management dispute if the intent of such picketing interferes with Employer's operations.

5. Internal Union business such as soliciting membership, collecting dues, electing officers, general meetings, posting and distributing literature will be conducted during non-duty hours.

6. The Union President, elected officers or stewards will be given the opportunity to visit all work areas of the 460th Space Wing, with the concurrence of the Employer, during normal duty hours. This would include visits during swing and midnight shifts. This time will be used to visit with bargaining unit members about concerns or problems with which the Union may be able to assist. Normally up to eight (8) hours per month for elected officers, and up to four (4) hours per month for stewards, plus reasonable travel time will be considered as reasonable time per pay period.

**ARTICLE 2**  
**LABOR-MANAGEMENT FORUM**  
**\* See Addendum**

1. The Employer and the Union will foster an environment of partnership as both parties are an essential source of front-line ideas and information necessary to promote satisfactory labor relations and improve the productivity and effectiveness of the 460th Space Wing.
2. The Employer and the Union agree to meet when necessary to facilitate a constructive labor-management relationship. Such meetings will be held in facilities at Buckley Air Force Base, Colorado. The purpose of such meetings is to:
  - a. Encourage a good working relationship between the Employer and the employees.
  - b. Improve employee working conditions.
  - c. Promote Employer/employee training and education programs.
  - d. Improve employee morale, safety or other related matters.
  - e. Discuss potential concerns in a timely manner.
3. Minutes of these meetings will be kept by the Employer. Such minutes will be mutually agreed upon and will become the official record of these meetings. The minutes will state the resolution of each issue presented or state that the issue remains unresolved. If an issue is unresolved or resolved by Employer determination, rather than by Employer-Union agreement, the minutes will reflect any view or recommendation stated by a Party at the meeting and any fact or reason stated by the Employer in support of its determination. Before, during, or after a meeting either Party may submit for attachment to the minutes a written statement supporting the Party's view, recommendation, or determination concerning an issue presented at the meeting. The following meeting is agreed to by the Parties:

Labor-Management Meeting: Will be held as necessary, no more often than quarterly, or as mutually agreed to between the 460th SW Labor Officer and the Union Officers, or their designated representatives. Additional attendees will be at the discretion of both Parties.
4. During these Labor Management meetings, the Parties will make a good-faith attempt to resolve the issues presented. Any and all actions taken by either Party as a result of these meetings will be consistent with federal statutes and federal government-wide regulations. Actions will be consistent with this Agreement, unless the Agreement is amended. Actions will be consistent with agency regulations, policies, and past practices, subject to the Employer's right to propose changes and to afford the Union opportunity appropriately to negotiate over the proposals. Disputes remaining unresolved, may be taken to the 460th Space Wing Commander or Vice Commander. Requests to meet with the 460 SW/CC/CV must be in writing (using a Staff Summary Sheet format) and coordinated with the other party before being delivered to the Command Section.
5. Either Party proposing subjects for discussion between the Parties must indicate in writing at the time the subject is proposed that all attempts were made to resolve the matter(s) and results thereof in accordance with the obligations imposed by this Article.



6. Subjects to be considered at these meetings must be submitted by the Party desiring discussion thereon in writing at least 10 calendar days preceding the agreed upon meeting dates. Notice should include an agenda and the primary issue(s) of concern or discussion. Appropriate matters for consideration at these meetings will include, but not be limited to:

a. The meaning and intent of this Agreement;

b. The interpretation and application of rules, regulations, and policies within the discretion of the Employer;

c. The correction of conditions causing misunderstandings or grievances; and

d. The improvement of the relationship between the Employer and the Union. Such matters must relate to policy determinations involving a substantial number of bargaining unit employees and will not concern individual complaints or grievances. Formal labor-management disputes as grievances, Unfair Labor Practice (ULP) charges/complaints, etc., or any other similar matters being processed under any dispute resolution procedure will not be appropriate for discussion during these meetings.

7. Where specifically expressed in this Agreement or applicable regulation, the Employer agrees that the Union will be afforded the opportunity to have a non-voting representative participate as a member of a committee/board concerning bargaining unit members.

8. The Employer will inform new employees of the Mile High Chapter's exclusive recognition for bargaining unit members during the appropriate in-processing or newcomers' briefing. During this briefing, the Union will be given an opportunity to brief and answer questions. During this briefing, Employees will be provided a current Union contract and official Union list of stewards.

9. Each Party recognizes that it is important to resolve problems and disputes before it becomes necessary for either Party to file a grievance or ULP charge. Nothing in this article will preclude Union representatives, supervisors and affected employees from meeting with each other to discuss problems or propose suggested improvements.

**ARTICLE 3**  
**PERTINENT INFORMATION AND DIRECTIVES**

1. Upon request, the Employer will furnish an updated electronic copy of the 460th Space Wing's bargaining unit-eligible members to the Union quarterly.
2. Both Parties agree to provide the other with any pertinent labor/management relations publications and directives they receive. The agency will make a reasonable effort to maintain a website with links to other websites that can be accessed, without charge, to laws, regulations, rules, and policies affecting conditions of employment, to include this Agreement and the official Union list of stewards.
3. The Parties agree that briefing sessions on the contents of this Agreement will be held after approval of the Agreement.
  - a. The Employer will ensure management personnel are briefed on the provisions of this Agreement.
  - b. The Union will ensure officers and stewards are briefed on the provisions of this Agreement.
  - c. The Parties may conduct a voluntary employee briefing session.
4. The Parties recognize joint responsibility for the administration and enforcement of this Agreement.
5. When reference is made to applicable law and directives, the glossary contained herein will be used as a reference.

**ARTICLE 4**  
**UNION OFFICERS AND SHOP STEWARDS**

1. Elected Officers and Shop Stewards are official Union representatives. It is understood when authorized by elected officials they may speak for the employees of a section.

a. Union representatives acting on official time as provided in Article 8 will not be required to wear any uniform when performing Union representational functions and will be addressed as Mr. or Ms., as appropriate.

b. Correspondence directed to a Union representative will be addressed to Mr. or Ms., as appropriate.

c. Official notifications related to Article 5 of this agreement will be sent to those authorized by the Union.

2. The Union will provide a list of all officers and stewards, whether elected or appointed, to the Civilian Personnel Section (CPS) when changes occur. The CPS will post changes to the listing on its website as needed.

3. The Employer recognizes the importance of the continuity of designated stewards. To the maximum extent possible, management reassignments of stewards from one area to another and one shift to another will be held to a minimum, consistent with mission and job requirements.

**ARTICLE 5**  
**IMPACT & IMPLEMENTATION BARGAINING**

1. Whenever the Employer intends to make changes in conditions of employment of bargaining unit employees, the Union will be given advance notice of the Employer's intention. Bargaining shall be conducted in accordance with the following procedures and time frames.

2. Matters appropriate for Impact and Implementation (I & I) bargaining between the Parties will include personnel policies, working conditions, classification issues, Reduction In Force (RIF), conversions of positions, reorganization of sections or any other proposed actions by the Employer or military commanders that may adversely affect a bargaining unit member's condition of employment. Prior to implementation of any of these events, the Employer will notify the Union.

3. Whenever the Employer intends to make changes in conditions of employment affecting bargaining unit employees, the Union will be given notice in advance of the execution of the Employer's decision. Management officials of the Employer shall contact the base Labor Relations Officer (LRO) to convey official notification to the union at least 14 work days in advance of the proposed change. The following applies to official notifications:

a. Notice of Proposed Change. Notices will include all necessary and relevant information on the matter. Additional information may be requested by the Union. Should a demand to bargain be made by the Union, the change will not be implemented prior to completion of bargaining except, in accordance with law, or mission requirement that warrants such action.

b. Post-Implementation Bargaining. In the instance of the latter action, the Employer agrees to conduct post-implementation bargaining as soon as practical following implementation, but not later than fourteen (14) calendar days. It is agreed that the Union may exercise their full legal rights to bargain during post-implementation bargaining.

c. Informal Discussions. In consideration of labor-management cooperation, the Parties agree to engage in discussions to attempt resolution prior to Union demand to bargain.

d. Demand to Bargain. Within fourteen (14) calendar days after being served with the notice of proposed change, the Union may make a demand to bargain by providing a written notice of same to the Labor Relations Officer or delegee. Absence of a response on or before fourteen (14) calendar days will be accepted as a declination to bargain by the Union.

e. Negotiations. If, following informal discussions and in consideration of labor-management cooperation, the Parties fail to reach agreement on the Employer's decision affecting conditions of employment, representatives of each Party will commence negotiations on a mutually agreeable date and time.

f. Agreements. Agreements may be reduced to writing as agreed to between the Parties. A copy should be provided to the LRO for record keeping purposes.

g. Impasses. Impasses in mid-term (impact and implementation) bargaining will be disposed of in accordance with subsection 7119 of 5 U.S.C. Title VII.

h. Time Frames. Time frames outlined herein may be adjusted as mutually agreed to by the Parties.

**ARTICLE 6**  
**EQUAL EMPLOYMENT OPPORTUNITY/SEXUAL HARASSMENT COMPLAINTS**

1. The Parties agree to cooperate in providing equal opportunity to all qualified applicants and current employees. The Parties will also work together to eliminate discrimination based on age, race, color, religion, sex, national origin or physical/mental handicap. The Parties will promote and support all programs for equal employment opportunity through positive and continuing effort.
2. The Parties agree that sexual harassment in the work place will not be tolerated. Reported cases of sexual harassment will receive prompt action.
3. Complaint Procedures: Any employee who believes they have been discriminated against in any matter because of race, color, religion, sex, age, national origin or physical/mental handicap may file a complaint through statutory procedures.

**ARTICLE 7**  
**DETERMINING SENIORITY**

1. Seniority will be based on date assigned as a full-time federal employee to the 460th Space Wing, or Buckley AFB/ANG Base. Exclusions are those that were assigned on a Reduction of Force, and Priority Placement. Those assigned to Buckley due to Reduction in Force or Priority Placement will use civilian service computation date (SCD-Civ) to determine seniority.
2. The supervisor will create and maintain a seniority list based on the above criteria. This seniority date will:
  - a. Apply to non-regulatory applications, including but not limited to shift bids, vacations, days off, overtime, etc.
  - b. Be used as a tiebreaker, when necessary.
  - c. Be used to setup rotations, if necessary.
3. If an employee leaves Buckley voluntarily, and returns at a later date, their Buckley time will start over.
4. Personnel assigned to Buckley Fire and Emergency Services will follow the additional provision:
  - a. GS-7 and GS-9 (Firefighter/EMT, Firefighter EMT/Hazmat-Tech, and Firefighter Paramedic) will be grouped together.
  - b. Lead Firefighters (GS-8) will be grouped as a separate category senior to the firefighter group. Lead firefighters will be grouped by time in grade, then time on station.
5. In the event two employees have the same Buckley service time, the SCD-Civ will be used as a tiebreaker.
6. Employees voluntarily moving from one AFSC e.g. 3E7XX and/or work unit on Buckley AFB to a different one will have their Buckley time start over.

## **ARTICLE 8 HOURS OF WORK**

1. This Article is not applicable to Fire Emergency Services personnel. For fire personnel issues, see Article 29.

2. Work Shift Issues:

a. The administrative workweek will be seven (7) consecutive days, Sunday through Saturday. The basic workweek will normally consist of five (5), eight- (8) hour days, followed by two (2) consecutive days off. Holidays do not affect the designation of the basic workweek. The designation of administrative and basic work week is a requirement of the Office of Personnel Management (OPM) and is not intended to restrict the flexibility of the Employer to vary actual hours of work/workdays to accomplish the mission in an economical and efficient method, or to accommodate alternate work schedules.

b. The Employer will endeavor to maintain and keep all present alternative work schedules, consistent with mission requirements.

c. Work schedule changes will be kept to a minimum. Whenever possible, a minimum of fourteen (14) calendar days' notice will be given to the union prior to notifying the affected employees when they are assigned a different work schedule. The union will communicate the proposed change to the employee.

d. All equally qualified employees, whether bargaining unit members or not, may substitute for one another on regularly scheduled work shifts in order to permit an employee to be absent from work to tend to personal matters. This practice is called "trading time." Trading time will not require additional compensation on the part of the Employer. The Employer will make every effort to approve trading time, subject to mission or other compelling reasons. Trading time will have no effect on hours worked provided:

(1) The trading of time is done voluntarily by the employees involved and not at the direction of the Employer;

(2) The reason for trading time is not to benefit the Employer, but to satisfy the employee's desire or need to tend to personal matters;

(3) The trading of time will not affect the number of hours an employee works within the same pay period.

e. The Employer will assign personnel to work shifts based on mission requirements and individual employee qualifications. The Employer will fill remaining positions on all shifts based on seniority, using the bid process below:

(1) Employees will submit shift bids in November for the following year.



(2) Employees will be assigned based on seniority.

(3) The effective date of the work shift change will be the first full pay period in January.

(4) Should a shift vacancy occur after the “bid month,” employees may bid for the vacancy.

(5) If changes to a scheduled work shift are required due to an Employer decision, I&I Bargaining may occur.

f. If changes to a scheduled work shift exceed 30 days, re-bidding will not be required.

### 3. Personal Cleanup Time:

a. Employees will be allowed a reasonable amount of time [normally a minimum of ten (10) minutes] prior to the lunch break and the end of the day for personal cleanup. Regardless of the amount of personal cleanup time permitted, employees will not depart the workplace prior to the end of their established shift.

b. This provision will not preclude the Employer’s right to assign work.

### 4. Rest Periods:

a. The Employer will determine the need for rest periods in accordance with applicable directives and establish the times when rest periods will be taken.

b. Normally, the rest period will not exceed fifteen (15) minutes for every four (4) hours worked. Variations in the workload, type of work being performed, climatic conditions, and the shift type will be considered when determining the need for additional breaks.

c. Rest periods will not be taken in conjunction with the lunch period nor the beginning or the end of the workday.

### 5. Lunch Periods:

a. Each employee will be authorized a minimum of thirty (30) and a maximum of sixty (60) minutes free from duty for a lunch period each day subject to mission requirement. The lunch period will normally be between the hours of 1100 and 1300. It is understood that the scheduling of events may occur during this core lunch period, but this will not be a continual practice. Second, Swing or Mid-shift workers will be allowed their lunch period at about the mid-point of their shift.

b. Due to unique mission requirements that may preclude a normal lunch period, certain functional areas or specific employees may require a twenty (20)-minute, on-the-clock lunch period.

c. If an employee is required to work without a lunch period, they will be compensated in accordance with applicable directives in effect at the time of the occurrence. When appropriate, the Employer and the employee will agree on the method of compensation. However, employees may not continually elect to work through their lunch period to leave the work site early.

## **ARTICLE 9 OVERTIME**

1. For additional provisions specific to Fire Emergency Services Personnel, see Article 29.
2. There are two (2) categories of overtime – scheduled and unscheduled.
  - a. Scheduled overtime is programmed in advance of a known requirement. Employees and the Union will be notified a minimum of seventy-two (72) hours in advance of the work start time.
  - b. Unscheduled overtime requirements, affected employees will be notified as soon as possible, and normally not later than one (1) hour prior to the end of the work shift.
3. The administration of overtime work is solely a function of the Employer.
  - a. Factors that will be considered include the nature of work, the need for special skills, the priority of the work to be accomplished, and the number of employees required.
  - b. The Employer may also consider the employee's outside activities when making overtime assignments.
  - c. First consideration for overtime will be given to those employees assigned to the job who volunteer to remain.
  - d. Second consideration will be given to qualified employees who volunteer in the functional area where the overtime work is required. Volunteers will be selected based on seniority. The supervisor will fill remaining requirements based on reverse seniority. Refer to Article 7 for a definition of seniority.
4. Compensation for overtime worked will be in accordance with applicable directives. When an employee is required to return to work, outside of and unconnected to the basic work hours, to perform unscheduled work of less than two (2) hours, a minimum of two (2) hours overtime will be earned.

## **ARTICLE 10 LEAVE**

1. For additional provisions specific to Fire Emergency Services Personnel, see Article 29.

2. Annual Leave:

a. Leave will be administered on an equitable basis within the duty section. The Employer will consider the mission requirements of the 460th Space Wing and the individual when approving employee leave requests.

b. All annual leave an employee earns during the leave year becomes available at the beginning of the leave year. Before approving leave in excess of the amount actually accrued i.e. advanced annual leave, the supervisor must have reasonable assurance the employee will be in a duty status long enough to earn the leave granted before the end of the leave year.

c. Each employee should submit a tentative request for projected annual leave which exceeds three (3) continuous days of leave to the supervisor not later than 31 January of each year. The Employer is encouraged to publish deployment and annual training dates with tentative manning requirements not later than 31 January each year. The employee will request sufficient leave to assure that they will not be subject to forfeiture of annual leave at the end of the leave year.

d. The Employer will inform the affected employee(s) as soon as possible of approval, disapproval, cancellation or need for rescheduling of projected or forecasted annual leave. This will be done in writing, normally not more than thirty (30) days after the 31 January date. Should the need arise to cancel an employee's scheduled leave due to an unforeseen or emergency situation, the Employer will notify the employee as soon as possible of the problem in writing.

e. If conflicts arise from leave requests:

(1) The seniority list for the area will be the primary tool used for resolution.

(2) Subsequent year scheduling conflicts among the same individuals will be resolved using a rotation list.

f. Once scheduled, an employee may change their leave only if the work situation will allow rescheduling and if it does not interfere with the approved leave of other employees. The request will be approved or disapproved in the Automated Time and Attendance Production Systems (ATAAPS) or in writing within fourteen (14) days of receipt of the employee's corrected OPM Form 71 or ATAAPS submission.

g. Requests for period of leave less than three (3) days may be made at any time prior to the time requested. Approval or denial of the request will be left to the discretion of the Employer

and the employee will be notified as soon as practical. Any denial will be justified in ATAAPS or in writing upon the employee's submission of an OPM 71.

3. Sick Leave:

a. Sick leave is a qualified right of the employee for the employee's use or to care for immediate family members. This type of leave will be earned, granted and/or advanced in accordance with applicable statutes and regulations.

b. The request for sick leave for prearranged medical, dental and optical appointments must be approved in advance. When medically unable to report for work, the employee will notify the immediate or on-duty supervisor as to the nature of their condition as soon as possible, normally no later than one (1) hour after the employee's scheduled reporting time.

c. Sick leave of more than three (3) consecutive work day or a request for leave without pay for sick leave reasons must be supported by providing administratively acceptable evidence. For employees scheduled on an uncommon tour of duty, any absence beyond the second duty day must be supported by a medical certificate, if required.

(1) The administratively acceptable evidence must cover all absences and show the individual was incapacitated for duty the entire period.

(2) The supervisor may waive this requirement.

d. If the agency suspects that an employee's sick leave record is questionable, the agency will notify the employee of the determination which may include a notice to the employee that a medical certificate will be required to support any future grant of sick leave regardless of duration.

e. When a physician recommends light duty for an employee, the Employer and Union mutually agree that the procedures in Article 30 shall be followed.

4. Compensatory Time:

a. Compensatory time off may be granted to employees entitled in lieu of overtime pay on a basis of time earned for time off. Compensatory time may be earned and used in fifteen (15)-minute increments.

b. Compensatory time should be scheduled and used before annual leave.

c. Requests for using earned compensatory time should be made prior to other leave time requested. The supervisor will approve the request unless mission essential requirements dictate otherwise. Any denial will be justified in writing in ATAAPS.

5. Leave Without Pay:

a. Leave Without Pay (LWOP) is a temporary non-pay status and absence from duty and may be requested by an employee IAW Air Force-wide policy and regulation.

b. The permissive nature of LWOP distinguishes it from Absence Without Leave (AWOL), which is an absence from duty that is not authorized or approved (including leave not approved until required documentation is submitted), or for which a leave request has been denied.

**ARTICLE 11**  
**OFFICIAL TIME FOR UNION REPRESENTATIVES**  
**\*See Addendum**

1. General: “Official time” is used by a Union official, representative or bargaining unit member during normal work hours to conduct business that is of mutual interest to the Parties. Official time will not be granted for internal Union business IAW 5 USC 7531. Official time includes, but is not limited to:

- a. Representation of bargaining unit employees.
- b. Labor/Management meetings, including reasonable preparation time.
- c. Meetings and hearings with administration boards or courts, including reasonable preparation time.
- d. Travel time to and from meetings scheduled by the Employer.
- e. Collective bargaining agreement negotiation, including reasonable preparation time.
- f. Impact & Implementation Bargaining.
- g. Union representatives’ normal work schedule may be adjusted to provide for maximum utilization of the approved official time provisions contained within this article.

2. Leave Administration: Union representatives requiring official time will obtain the approval of the Employer or its designated representative prior to leaving their work areas. Requests will include the purpose of the absence, the anticipated duration, and location where the member can be reached. The Employer or its designated representative must concur with the request, but may delay or reschedule the member’s departure based on mission requirements. If delayed, the Parties will attempt to arrive at a mutually agreeable alternate time. The Employer or its designated representative will give the member time to inform personnel impacted by the delay. In cases of multiple stewards in one work area, the Union will determine the primary representative to be excused.

3. Union Training:

- a. Bargaining unit members designated by the Union may use official time to attend conferences, conventions or training sessions sponsored by the Employer, Union or outside agencies that is recognized as mutual interest to both parties.
- b. The Union is authorized forty (40) hours of official time per year per steward and 60 hours of official time per year for elected officials for training. Travel time will not count toward the hours per year. The submission process is as follows:

(1) The Union will submit requests for official time through the Civilian Personnel Section (CPS) a minimum of two (2) weeks in advance of the training. The request will include sufficient information about the event for the CPS to make a determination. The request will also include the amount of time necessary for travel.

(2) The CPS will determine whether the training complies with statutory requirements for use of official time.

(3) If approved, the CPS will advise the Employer or its designated representative that use of official time is appropriate.

(4) The Employer or its designated representative then approves the absence unless specific workload requirements prohibit.

(5) Approvals and disapprovals will be provided as an endorsement to the letter of request.

4. Upon mutual agreement, these limits may be extended when extenuating circumstances are present.

5. In regards to timecards, Union representatives/the Employer or its designated representatives will ensure the recording of official time whether for Union business or training on timecards in accordance with the current timekeeping system procedures.



**ARTICLE 12**  
**ENVIRONMENTAL DIFFERENTIAL/HAZARDOUS DUTY PAY**

1. Environmental Differential Pay (EDP)/Hazardous Duty Pay (HDP) requests will be handled in an expedient manner in accordance with current directives.
  
2. All differentials presently paid will remain in effect for the duration of this Agreement, or until it is agreed by the CPS, based on recommendation from the EDP/HDP committee (including at least one representative from the Union), that the hazard has been practically eliminated or IAW applicable regulation

**ARTICLE 13**  
**HEALTH, SAFETY AND WELFARE**

1. For additional information concerning Fire Emergency Service personnel, see Article 29.
2. The Employer will comply with applicable federal laws and regulations regarding the safety and health of employees.
3. Employees will be permitted to take care of all employment-related health and safety requirements during normal work hours.
4. Certain tasks involve a degree of hazard. Employees will not be required to perform duties of a hazardous nature until completing the required education and training as directed by Air Force regulation and/or Job Safety Training Outline. The Employer will also ensure safety and personal protective equipment is available and in good repair.
  - a. Unsafe equipment will be removed from service immediately.
  - b. When a disagreement arises between an employee and the Employer over a safety condition, safety equipment or related issue, the appropriate Safety, Public Health, and/or Bioenvironmental Engineering Office will be called in to help resolve the dispute.
  - c. Should an employee believe that the Employer is violating OSHA requirements or standards, the employee may report the violations without fear of reprisal. OSHA regulation recommends that employees try to resolve safety and health issues first by reporting them to their supervisors, managers or the safety and health committee.
    - (1) Employees will make reports by the most expeditious means available.
    - (2) The employee has the right to decline to perform the assigned task because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures.
    - (3) Should the Safety Office decide the condition does not pose an imminent danger, or if the supervisor gives the instruction to work, with or without attempted corrective action, the employee must choose between:
      - (a) Setting aside their concerns and perform the work or;
      - (b) Disobey the order and risk disciplinary action, for example, insubordination.
    - (4) Continued refusal by the employee at this point would be justified only if there was a reasonable basis for the employee to believe there was imminent danger present.

5. The Union will assist the Employer in emphasizing that employees report accidents, incidents, injuries, failure to use proper safety equipment, or illness sustained on the job in a timely manner. Periodic safety-related information will be given to the employee by the Employer. Employees may anonymously report hazards to the Safety Office by using an AF Form 457.

6. The Employer agrees to consider inclement weather and wind chill factors (equivalent chill temperatures) that constitute unsafe working conditions, such as rain, wind and snow. The Employer will furnish employees and supervisors guidance concerning the assignment of work under these conditions.

a. The Parties recognize the hazards of working in extremely cold temperatures, and acknowledge the necessity for accomplishing certain tasks even in the most extreme temperatures.

b. Weather information will be provided by the appropriate weather service.

7. The Union will be afforded the opportunity to have a representative accompany safety inspectors and supervisors during a physical inspection of the work place of a bargaining unit employee. Safety inspectors are authorized to deny accompaniment of any person whose participation interferes with a fair and orderly inspection including, but not limited to, a Union representative.

8. All Personal Protective Equipment (PPE) required by applicable regulations will be provided by the Employer at no cost to all employees requiring those items. Title V employees are authorized to wear PPE regardless of work attire. The Employer will replace any PPE made unserviceable on the job. Personnel who require corrective lenses for normal vision, and are required to wear eye protection to perform their job, will be provided lenses at no cost to the employee:

a. Spectacles with protective lenses which provide optical correction and are equipped with side shields (lenses may be either clear/tinted) or;

b. Safety goggles that can be worn or spectacles without disturbing the adjustment of the spectacles or;

c. Safety goggles that incorporate corrective lenses mounted behind the protective lenses.

9. The Union will be given the opportunity to provide a member, on official time, for councils or teams and/or be present during safety meetings, interviews, and surveys. At a minimum a bargaining unit representative can:

a. attend the host wing Environmental, Safety, and Occupational Health Council.

b. consult with safety representatives prior to investigative interviews, if requested.

c. attend the Occupational Health/Federal Employee Compensation Act Working Group.

10. The Employer will encourage all employees to participate in physical fitness activity. Time allowed for such activity will be permitted in accordance with policy from the Employer. The Employer agrees to be flexible in scheduling, subject to mission requirements.

a. Participation in this program is strongly encouraged but non-participation will not be cause for retribution by the Employer.

b. Employer decisions pursuant to this Article may be grieved under the provisions of Article 28 of this Agreement.

c. Changes to the physical fitness policy are subject to I&I Bargaining.

**ARTICLE 14**  
**USE OF OFFICIAL FACILITIES**

1. At the request of the Union, the Employer will provide adequate facilities for official meetings of the Union during non-work hours of the employees involved. The Union agrees to assume necessary custodial requirements at such meetings.
2. The Employer will provide the Union with a sole-use office.
3. Union announcements may be made using available base resources or local area network (LAN), subject to communications regulatory requirements.
4. The Employer agrees that the Union will be allocated space on designated bulletin boards, in all facilities that house bargaining unit members. The space will be of a size mutually agreed upon, and documented, between the Union President and the Employer. The Union official steward will be responsible for keeping the Union portion of the bulletin board neat, up-to-date and orderly in appearance.
5. The Employer agrees to allow the Union use of computers and copying machines in accordance with published directives. Use will be limited to matters of mutual concern to the Parties, e.g., contract negotiations, representational training materials, information on changes to Law, Rule and Regulation. Should the Union have need for a large number of copies to be made, requests will be made to the respective unit that the Union is making copies for by utilizing the Government Purchase Card (GPC) process.

**ARTICLE 15**  
**WAGE SURVEY REPRESENTATION**

A designated Union representative will be authorized to participate in Federal Wage System (FWS) wage surveys when directed by the local Wage Survey Committee.

## **ARTICLE 16 DUES WITHHOLDING**

1. The voluntary allotment of payment for dues will be managed as follows:

a. The Union will obtain and furnish SF Form 1187's, for eligible members desiring to authorize an allotment for withholding of dues from their pay.

b. The form will be completed and certified as to eligibility to have such deduction, and the member will be advised of the content of the form.

c. The amount to be deducted will be .008 of the member's basic rate of pay. The factored amount will be noted on the SF Form 1187 prior to being submitted. The National Organization determines the rate of dues to be withheld and is subject to change.

d. The complete SF Form 1187 will be submitted at any time to the civilian pay section. Normally the effective date for withholding will be not later than the first pay period after receipt in the civilian pay section.

2. Civilian Pay Office will, upon receipt of SF Form 1187:

a. Process the request in a timely manner, normally not to exceed one (1) pay period after receipt.

b. Verify the amount (.008) annotated on the SF Form 1187 to be correct for that pay grade; if an incorrect amount is shown, the Union will be notified of the effort and the correction made.

3. Revocation of Union Dues: The Employer agrees to supply the Civilian Pay Office with SF-Form 1188's, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues. These forms will be available to employees from the Civilian Pay Office. For those employees wishing to revoke their dues withholding, the form or other equivalent written notification must be submitted to civilian pay processing. A copy will be provided to the Union from Civilian Pay within three (3) workdays. The Civilian Personnel Section will notify employees annually of the following requirements:

a. An employee may not revoke their union dues allotment until after their anniversary date, (that date which the employee first started the allotment). The employee must submit a SF 1188, or equivalent written notification prior to the anniversary date but it will not become effective until the first full pay period after the anniversary date. The Union will be furnished a copy of the revocation notice.

b. After the first anniversary a member may revoke their allotment for payment of dues at any time by submitting as SF Form 1188, or other equivalent notification prior to 1 September.

Revocation will not become effective until the first full pay period after the first day of September.



**ARTICLE 17**  
**EMPLOYEE PROGRAMS AND TRAINING**

1. The Parties recognize the importance of programs established for the welfare of employees. The Parties agree to encourage employee participation in appropriate programs. (These programs may include but are not limited to drug and alcohol assistance, education, physical fitness, etc.)

2. Education and Training:

a. It is agreed that initial and continuing proficiency training is essential. In emergencies, action must be swift and sure; therefore it must be a reflex of planning, knowledge and practice. Recurring training is also essential because of the rapid development of new materials, systems and operational hazards and the evaluation of corresponding protection procedures and devices. A comprehensive training program must be maintained to provide a competent personnel force. Every reasonable precaution will be taken to ensure maximum safety and well-being of employees during training.

b. Subject to the availability of funds, the Employer will plan and provide for training and development of employees as required for their duties in accomplishing the mission. This includes retraining required due to introduction of new equipment and procedures. This may involve many different types of training, such as refresher, technical, new or critical skill categories and on the job training, etc.

c. The Parties will encourage employees in self-development and participation in local colleges, seminars and workshops as a means of increasing their job knowledge and efficiency. Employees may partake in self-development and participation in local colleges, seminars and workshops as a means of increasing their job knowledge and efficiency in accordance with the policies and procedures outlined in applicable directives.

**ARTICLE 18**  
**TRAVEL AND TEMPORARY DUTY**

1. Travel:

a. Employees will normally be scheduled for official travel during the normal work hours. Employer-directed travel time outside of the employee's normal work hours will be compensated, except as excluded by statute or regulation.

b. Employees may have the option of providing their choice of transportation for Employer- directed travel. Official travel time for employees providing their own transportation will be the required time of the scheduled common carrier of the Government-furnished transportation. Reimbursement will be in accordance with the Joint Travel Regulations.

2. Temporary Duty:

a. The Employer understands that certain circumstances associated with TDY may cause personal or financial hardship with employees. At the discretion of the Employer, an employee may request to be released from a TDY assignment if a qualified replacement is available, and the mission allows.

b. The Employer and employee will cooperate to reduce the hardship on the employee while attending training.

**ARTICLE 19**  
**DETAILING, TEMPORARY PROMOTIONS AND REASSIGNMENTS**

1. Notification: Prior to a detail, temporary promotion or reassignment being made effective, the supervisor will notify the Labor Relations Officer at least fourteen (14) workdays in advance of the requested effective date in accordance with Article 5 of this agreement.

2. Details: Details provide a means for current employees to be effectively used to perform work for which no continuing need exists, or to perform duties of an existing position on a temporary basis.

3. Details of employees out of their specialty must be used in a judicious manner. They are intended to meet temporary situations, such as emergency workload, absence of employees, pending authorization and classification of the new position or other types of manpower needs that cannot be met by normal personnel actions.

4. All details of employees will be processed in accordance with applicable law and directives and this agreement.

a. Details of thirty (30) days or less will be documented on an AF Form 971.

b. Details in excess of 30 consecutive days will be submitted by the supervisor on a Request for Personnel Action, Standard Form 52 (SF-52) to the CPS at least 15 business days prior to proposed effective date of the detail.

c. A detailed employee is assigned duties other than those of their permanent position, but continues to receive the hourly salary attached to the permanent position.

d. Employees will be subject to the tour of duty of the assigned detail position which may differ than their permanent position.

e. Employees detailed to a different tour of duty than their permanent position will still receive the hourly salary attached to their permanent position.

5. Temporary Promotions: A temporary assignment to a higher grade will be processed as a temporary promotion if the assignment is to be more than 30 consecutive days. All temporary promotions in excess of 30 consecutive days will be officially requested and processed in accordance with applicable law and directives and any applicable Merit Promotion Plan. The employee must be qualified in accordance with the Office of Personnel Management Qualification Standards for the higher grade in order to effect the promotion. Temporary promotions that are for one hundred twenty (120) days or less may be processed through non-competitive procedures. For temporary promotions exceeding one hundred twenty (120) days, competitive procedures will be utilized. The supervisor will submit a SF Form 52 to the CPS at least 15 business days prior to the proposed effective date of the temporary promotion. Any prior service under details to higher-graded positions or temporary promotions to higher-graded positions during the preceding twelve (12) months will count toward the one hundred twenty (120)-day non-competitive limitation in accordance with law.

6. The Employer assumes responsibility for limiting the duration of details and temporary promotions and will make continuing efforts to secure a long-term solution through the use of other appropriate personnel actions.
7. Reassignments: The Employer will accomplish all reassignments in accordance with statutes and regulations. The supervisor will submit a request for reassignment on a Request for Personnel Action, Standard Form 52, (SF-52), to the CPS at least 15 business days prior to the proposed effective date of the reassignment.
8. Employees will be encouraged to document any experience gained through a detail, temporary promotion or reassignment through their own personal resume.

**ARTICLE 20**  
**ELECTRONIC DEVICES IN WORK AREAS**

The Employer agrees to allow the use of electronic devices (cellular telephones, portable radios, or tape players, etc.) in the work areas, i.e., shops, warehouses and offices, with supervisory discretion, as long as they are used in such a manner as not to disturb work, cause a noise disturbance, or create an offensive environment. All devices used must be in compliance with applicable regulations to include security, information systems, and safety policies.

**ARTICLE 21**  
**JOB PERFORMANCE STANDARDS AND PERFORMANCE RATINGS**

1. Performance Management will be managed in accordance with applicable directives.
2. Appraisals will not be backdated. If an appraisal cannot be performed on time, the supervisor will notify the employee. This notification will include an explanation for the late appraisal.
3. Employees who do not receive an appraisal on time may grieve the tardiness of the rating to the next higher supervisor.

## **ARTICLE 22 PERSONNEL RECORDS**

1. Employees will have access to all documents within their electronic Official Personnel File (EOPF). The OPF is maintained at the servicing Air Force Personnel Center.
2. Each employee's supervisor maintains a Supervisor Employee Work Folder (SEWF), which contains the AF Form 971, Supervisor's Employee Brief, personnel actions, training and other documentation concerning the employee's employment with that supervisor. An employee, or their designated representative (in writing), may review their SEWF at any time in the presence of the supervisor.
3. Other than the employee or their officially designated representative in accordance with paragraph 2, only those persons designated in governing regulations will be allowed access to an employee's OPF or SEWF, or to any information extracted from the above files.
4. Prior to reviewing an employee's OPF or SEWF, any authorized person other than those required access to the file to carry out their official duties, will be authorized to do so only when the employee provides a written release. The release must include the stated purpose for the review, the signature of the employee requesting the release, and the identification of reviewer. The release will be provided to the CPS who will coordinate with the requesting employee's supervisor.
5. Employees will be given an opportunity to initial all comments entered on the supplemental portion of the AF Form 971. The employee's initials indicate only that the employee is aware of such entries; employee's initials do not indicate concurrence or non-concurrence with such entries. In the event the employee refuses to initial the comments, the supervisor will annotate the employee's refusal on the form.
6. Any discipline decision documents will be maintained in accordance with applicable directives and regulation. If an action concerning an employee is reversed through the grievance procedure, either informally or formally, any pertinent notation relative to the action on the AF Form 971 will be deleted and the employee advised of the deletion.

**ARTICLE 23**  
**EMPLOYEE ATTIRE**

1. For specific procedures on Fire Emergency Personnel, see Article 29.

2. Employee Attire:

a. Employees in certain jobs may be required to wear specific uniform/work attire due to the nature of their job. The Employer will I&I Bargain specific uniform/work attire requirements in conformance with applicable standards and directives. In those positions where uniforms are not required, employees will wear appropriate attire for their work environment.

b. Employees engaged in work that would excessively soil their normal work clothes are authorized to wear coveralls provided they are Employer-approved. The Employer is responsible for cleaning or providing a method of cleaning garments exposed to hazardous materials.

3. Uniform Allowances:

a. All new hires will receive 100% of the uniform allowance allotted for all employees entitled to the allowance by law, unless the Employer provides uniforms.

b. All present full-time employees entitled to a replacement uniform allowance will receive a minimum of 90% of the amount allotted each year, unless the Employer provides uniforms.

c. Should a uniform color change occur during a given year for an employee, they will receive 100% of the amount of the allowance entitled, unless the Employer provides uniforms.

d. Normally, all employees will be paid this allowance by 31 January.

4. The Employer may institute an interim uniform policy during situations where newly-hired personnel do not have the opportunity to be provided a uniform allowance immediately upon hire due to payroll system limitations.

\*Refer to Article 13 for guidance on Personal Protective Equipment (PPE).



## **ARTICLE 24 DISCIPLINE**

### 1. General:

a. The purpose of this Article is to summarize and provide general information on conduct issues based on applicable rules and regulations. Actions based solely on job performance will be handled in accordance with the agency performance appraisal system and applicable directives. In some cases, disciplinary actions are necessary; however, they should be of a constructive nature, and will not be used as a means of harassment.

b. To be effective, constructive discipline must be timely. Accordingly, the supervisor will usually initiate discussion or the proposed action with the employee within 14 calendar days after the immediate supervisor has sufficiently established the facts of misconduct.

(1) Before taking corrective action against an employee, the supervisor will ensure the employee is interviewed. After considering the employee's response, the supervisor will then advise the employee if the discussion resolved the matter or whether they will face further corrective action.

c. The negotiated grievance procedure (Article 28) will be the exclusive procedure for grieving disciplinary actions, except those subject to Merit System Protection Board appeal procedures.

d. Shift supervisors may propose and/or decide disciplinary actions in place of the supervisor of record when circumstances warrant.

### 2. Oral Admonishment:

a. An oral admonishment is informal and the least severe penalty in the disciplinary program. Supervisors issue oral admonishments to correct minor misconduct or delinquency or to motivate employees to improve their work habits, work methods, or behavior.

b. Oral admonishments will be recorded in accordance with the procedures in AFI 36-704. Supervisors may document an oral admonishment by written annotation to the AF Form 971 that outlines specific details related to the misconduct. The employee may submit a response statement to the oral admonishment that will also be attached to the 971 for so long as the oral admonishment is in the record. Once an oral admonishment is removed from the AF Form 971, it is to be regarded as never having occurred. Reference may not be used or relied on to support subsequent actions.

### 3. Letter of Reprimand:

a. A letter of reprimand is appropriate when one or more oral admonishments relative to similar instances fail to correct a problem, or when an offense is so serious that an oral

admonishment would not be an appropriate form of discipline. The employee will be given an opportunity to respond to the charges before a decision on the reprimand is made. A written decision will be issued to the employee. Supervisors are encouraged to coordinate reprimands with the CPO prior to action being taken.

b. Once a letter of reprimand is removed from the AF Form 971, it is to be regarded as never having occurred. Reference may not be used or relied on to support subsequent actions.

#### 4. Adverse Action:

a. Adverse action is an administrative action that results in an employee's removal, suspension, reduction in grade, or loss of pay.

(1) There must be a reason for taking adverse action which is commonly referred to as "cause." Cause is defined as "an offense against the employer-employee relationship." What constitutes cause is a decision based on the merits of each situation.

(2) Having cause is not sufficient to warrant adverse action. The deciding official must also conclude that taking adverse action will promote the efficiency of the service. This is done by establishing a relationship between the cause and its impact or effect upon the efficiency of the service (e.g., the employee's ability to perform their duties, the agency's ability to fulfill its mission, etc.).

b. A bargaining unit employee is entitled to be represented by the Union, by another representative of their choice, or to represent themselves in any adverse action proceedings. Managers may disallow the employee's choice of a non-union representative in accordance with reasons related to, but not limited by, conflict of interest, costs to the government, or priority of mission related work. If the employee elects other or no representation:

(1) Upon this election the employee will submit a waiver and this election will be furnished to the Union.

(2) The Union retains the right to have a representative present during adverse action proceedings to ensure such proceedings are consistent with the terms of this Agreement.

c. The following will be the sequence of events for an adverse action:

(1) The notice of proposed adverse action will inform the employee that any penalty will not go into effect for at least thirty (30) calendar days from the date the notice of proposed adverse action was served. The employee, or their representative, will be given an opportunity to reply to the charge, in writing and/or in person, to the deciding official. This reply will normally be within fifteen (15) calendar days of the date the proposed action was served. An extension may be granted for good cause if requested in writing before the response deadline. Employees shall be afforded the notice and reply periods described in this provision unless the circumstances fall under the application of the exceptions to the notice and reply periods in accordance with Government-wide regulations.

(2) Documentation supporting a proposed adverse action shall accompany the notice referenced above when served to an employee. In cases where it is not, the employee's reply period does not begin until supporting documentation is received.

(3) Upon receipt of Notice of Decision of an Adverse Action against an employee, the employee may grieve the action through the negotiated grievance procedure; or in certain circumstances, appeal the action to the Merit Systems Protection Board (MSPB).

5. The usual penalties that apply to this article are found in AFI 36-704, which will be a guide.

**ARTICLE 25**  
**POSITION DESCRIPTION/CLASSIFICATION**

1. Every employee in the Bargaining Unit will receive a copy of the position description for their assigned position. The position description will contain major or principal duties needed for the purpose of classification of the position. The position description may also be used as a basis to identify training, qualifications, and performance requirements of the position. Identical positions may be covered by the same position description.
2. Any employee who believes the position description or classification of their position is inaccurate will consult with the immediate supervisor for clarification. If the supervisor cannot answer the employee's questions about the classification/description, the supervisor will request assistance from the appropriate Civilian Personnel Section. The CPS will then address issues of interpretation and application of standards with the supervisor and the employee. If the employee still feels there is an error, the supervisor will counsel the employee on appeal rights, grievance actions, and/or Union representation.
3. The term "other duties as assigned" as part of the position description means reasonably related duties to the job/position. This does not preclude the Employer from assigning additional, though unrelated, duties. If unrelated duties are assigned on a routine basis, the position description should be amended to include such duties. Work assignments will not violate prohibited personnel practices, relevant law, rule, regulation or this Agreement.
4. Vacancies may exist from time to time that cannot be filled due to manning restrictions or delays in recruitment. These duties may be equitably distributed among the remaining work force or employees that volunteer to take over these duties.
5. Employees subject to a downgrade action based on classification will receive no less than a thirty (30) calendar day notification in advance of the effective date. Notification will include:
  - a. A written memorandum advising the employee of the downgrade action;
  - b. A copy of the new position description or current position description if no changes are being effected;
  - c. Access to the OPM classification standards the position was graded by; and,
  - d. Further information and assistance on rights and appeals preparation.
6. If any position is downgraded with a substantial change of duties, and such action is considered a Reduction in Force (RIF), then existing RIF procedures will apply. In all other cases, downgrades resulting from reclassification will be considered as classification actions.
7. No personnel actions resulting directly from an involuntary downgrade or RIF will be taken until the Employer has consulted with the Union regarding the impact and implementation of the

proposed action. If requested, the Parties will meet within seven (7) calendar days after advance notice of the action is provided to the Union.

**ARTICLE 26**  
**REDUCTION IN FORCE**  
**\*See Addendum**

1. General: Procedures relating to Reductions-in-Force (RIF) will be governed by DoD procedures in accordance with 10 U.S.C. § 1597(f), and any applicable government-wide regulation or agency directives. The Employer is responsible for implementing a RIF. The impact of an impending RIF will be bargained between the Employer and the Union according to Article 5 I&I Bargaining. The Union will have a minimum of two members assigned to any RIF action team/committee.

2. Definitions:

a. Reduction-in-Force (RIF): A RIF occurs when an employee is released from a competitive level by separation, change to lower grade, furlough for more than thirty (30) days, or reassignment involving displacement of another employee. Such action may be due to shortage of work or funds, reorganization, reclassification under certain conditions, or the need to make room for a person exercising re-employment rights or restoration rights.

b. Competitive Area: The competitive area is defined as those positions serviced by the Buckley AFB CPO.

c. Competitive Level: A competitive level consists of all positions within a competitive area, which are in the same series, grade, service (Excepted or Competitive), and are so alike in qualification requirements, duties, and responsibilities that the incumbents can be moved from one position to another without undue interruption to the work program. Supervisory positions will not be placed in the same competitive level as non-supervisory positions.

d. Retention Registers: A retention register is a list of competing employees within a competitive level, who are evaluated on the following retention factors: Rating of Record, Tenure Group, Average Score, Veterans' Preference and DoD Service Computation Date-RIF (DoD SCD-RIF).

e. Tenure Groups: There are four separate tenure groups:

- (1) Permanent – Career status.
- (2) Conditional – Career Conditional status.
- (3) Indefinite – Terms (TAPER) pending a register, provisional, etc.
- (4) None – Temporary.

f. Periods of Assessed Performance: For purposes of DoD RIF, employees are placed in one of two categories: employees with a period of assessed performance of less than 12 months and employees with a period of assessed performance of 12 months or more. The most recent applicable directives relating to the use of performance ratings and scores shall be used.

3. Notification Procedures:

a. The Employer will notify the Union of the impending action at least fifteen (15) calendar days prior to any employee notification. The Employer will also provide a detailed explanation of the need for the RIF and I&I Bargain the procedures to be used to implement the RIF. The Union will have ten (10) calendar days to offer their response.

b. The Employer will meet and discuss items in question and respond to questions raised when requested by the Union. The intent is to hold this meeting prior to any general notification.

c. At least 60 days prior to the effective date, each employee affected by the RIF will receive written notice of the action. This notice will state specific actions and information on known alternatives to be offered to the individual. The Employer will provide briefings as appropriate to keep employees informed of the RIF status.

d. Upon posting a general RIF notice:

(1) The CPO will screen SF Form 52 fill requests to determine which vacancies will be needed for RIF placement action.

(2) The Employer will utilize the full range of programs that comprise the DoD Priority Placement Program (PPP).

(3) A hiring freeze may be initiated on all vacancies and promotion actions.

e. Employees separated as a result of RIF will be placed on a Re-employment Priority List maintained in accordance with applicable regulations. The Employer will consider retraining affected employees to facilitate placement in positions of comparable grade.

## **ARTICLE 27 HIRING PROCEDURES**

1. Policy: It is the Employer's policy to fill all positions with the best-qualified individuals available and to ensure all employees have an opportunity to develop and advance to their full potential. All vacancies will be filled on the basis of merit and job-related experience factors. All actions under this Article will be made without discrimination based on race, color, religion, sex, national origin, membership or non-membership in an employee organization, and age or non-disqualifying physical/mental handicap.

2. Scope: This Article encompasses all non-supervisory wage grade and general schedule employees of the Employer, if not excluded by law. It will be used to fill positions through initial appointment, promotion, reassignment, reinstatement, demotion and transfer.

a. The provisions of this section apply when filling Title V positions under applicable directives. When a position is filled by promotion, competitive procedures will be applied except when non-competitive promotion actions are authorized under appropriate directives. Non-competitive promotion actions will be subject to the supervisor's recommendation and the employee meeting the minimum OPM standards or other legal or regulatory requirements. Some of the exceptions include, but are not limited to:

(1) A promotion to a position upgrade by classification, and the reason for upgrading the position is without significant change in duties and responsibilities or classification error on new or revised standards.

(2) A promotion to a position upgraded by classification and the reason for upgrading is reconstitution of the position into a successor position with clearly and solely identifiable duties of the former position and there are no other employees serving in similar or identical positions to which the duties could be assigned.

(3) A promotion from a position of known promotion potential to a position originally identified as the target position to which the employee would advance without competition or which represents the full performance level of a career ladder and competitive procedures were fully applied at the time of placement into the position of known promotion potential, and all competitors were informed that selection for the entry position could lead to promotion without further competition.

(4) A promotion to a position to which an employee was detailed for training or evaluation and the employee was selected for detail under full competitive procedures (including the normal area of consideration) and all competitors were informed that the detail could lead to promotion without further competition.

(5) A promotion of an employee who may have noncompetitive promotion eligibility as a previously downgraded employee.



(6) A promotion of an employee who is entitled by RIF regulations to the position under the representative rate rules.

**ARTICLE 28**  
**GRIEVANCE PROCEDURES**

**SECTION A – GENERAL INFORMATION**

1. Title V employees within the bargaining unit are required to use this grievance procedure as the means of resolving all complaints covered within this Agreement. All formal grievances will be presented not later than 30 calendar days after the incident causing the grievance took place or the individual should have been aware of the event(s) that constitutes the grievance, whichever is later. This time may be extended by the Employer for good cause. Either Party may seek interpretation of the meaning or intent of the Agreement from representatives of either or both negotiating teams.

2. A grievance is:

a. Any complaint by a bargaining unit employee concerning any matter relating to their employment which is subject to the control of the Employer.

b. Any complaint by the Union concerning any matter relating to the employment of any bargaining unit employee which is subject to the control of the Employer.

c. Any complaint by an employee, the Union, or the Employer concerning:

(1) Any alleged violation, interpretation, or application of a law, rule or regulation affecting conditions of employment; or,

(2) The interpretation or alleged violation of the terms of this Agreement.

3. The following alleged violations are specifically excluded from this procedure:

a. Violations of the Hatch Act (i.e., prohibited political activities).

b. Retirement, life insurance, or health insurance.

c. A suspension or removal taken in the interest of national security as outlined in applicable laws and agency directives, i.e., 5 USC 7532 and AFI 36-704.

d. Any examination, certification, or appointment.

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

f. Non-selection from a group of properly ranked and certified candidates.

g. An action terminating a temporary promotion within a maximum period of two (2) years and returning the employee to the former position or comparable position from which temporarily promoted or assigned.

h. Non-adoption of a suggestion or disapproval of a quality salary increase, performance award, or other kind of honorary or discretionary award.

i. A preliminary warning or notice of a specific action, which, if effected, would be covered under the grievance procedure, e.g. a notice of proposed suspension.

j. Separation actions taken on an employee serving a trial or probationary period.

4. The Parties agree this is the exclusive procedure available for bargaining unit employees to process grievances.

5. The Parties have the right to present their grievance to the other Party for prompt consideration. This procedure provides a means for prompt and orderly consideration and resolution of grievances. In exercising this right, the employee(s), their representative and the Employer will be free from restraint, coercion, discrimination, or reprisal from the other Party.

6. The Union has the right to:

a. Present and process grievances on its behalf or the behalf of bargaining unit employees. Union grievances will be initiated at either Step #1 or Step #2 as determined appropriate by the Union. A Union grievance may be initiated at Step #3 if Step #3 is the cause of the alleged violation, e.g., Wing Commander Policy.

b. Carry a grievance forward to the next step even if the grievant withdraws, provided the Union can provide proof the grievance has the potential to affect other bargaining unit employees.

7. The Employer has the right to:

a. Present and process grievances. Employer grievances will be initiated by submission to the Union within the same time limits as for Union grievances at the Step #3 level.

b. Invoke arbitration on a grievance that cannot be resolved by the Union

8. Time Limits:

a. The times outlined in this Article are the maximum allowed for any step. However, if a Party is unable to respond by a specific deadline and wishes an extension of time, it is their responsibility to request an extension from the other Party (normally delivered three workdays before the deadline) confirmed in writing. A request supported by good cause should not be denied.

b. At any phase of the grievance procedure, when the reply date falls on a non-workday, the reply date will automatically extend until the close of the next business day.

c. Regardless of mandatory response times listed in this Article, the Parties will use the minimum time necessary to resolve disputes.

9. The Civilian Personnel Office will maintain a formal grievance file in accordance with Air Force disposition instructions.

10. A Union representative, the grievant, and their appointed representative will have a reasonable amount of official time, without charge to leave for the below listed reasons. Employees will not leave their work area without coordinating their absence with their supervisor; failure to coordinate with the supervisor may result in being charged Absent Without Leave. The employee will coordinate with their supervisor and Union official, setting an appointment time before leaving their work area.

a. For the employee to discuss, informally, with their first line supervisor and/or their steward, any dissatisfaction the employee may have.

b. For a Union representative to discuss informally or formally with the appropriate management official any complaint the Union may have concerning matters under this Agreement. Both Parties will agree to schedule a mutually convenient appointment time to discuss any complaints.

c. For the employee and/or the designated Union representative to prepare and present the grievance.

11. Sharing Documentation between Parties:

a. Upon written request and subject to law, rule or regulation, the Parties will supply any documents used as a basis for an action related to the grievance. Released material is subject to a protective agreement to not release it outside the Employer or to anyone other than the Union/employee's representatives.

b. This procedure will allow the Parties to have all relevant information necessary to determine whether or not to invoke arbitration but at the same time prevent release to those without a need to know.

## SECTION B – ALTERNATE DISPUTE RESOLUTION

The Parties agree to work in partnership to establish an alternative dispute resolution (ADR) program to use in connection with avoiding grievances. The Parties agree that ADR increases the Parties' opportunities to resolve disputes prior to filing a grievance. Both Parties also agree that ADR is not intended to replace statutory procedures. The Parties understand that ADR can provide long-term solutions to Union-Employer conflict. Therefore, the Parties, upon mutual agreement, are authorized to negotiate an ADR program and procedure to resolve disputes.

Every effort should be made to resolve the grievance during this informal stage. Union officials will have the opportunity to contact the Employer or the Labor Relations Section designated agent at any time to discuss concerns prior to formalizing disputes.

## SECTION C - THE GRIEVANCE PROCESS

A visual diagram of the process is located in the Appendices.

1. Informal Grievance: Prior to filing a Formal Grievance, the employee/Union representative are encouraged to meet with the lowest level supervisor who can render a decision as early as possible (normally the immediate supervisor) to try and resolve any misunderstandings or disputes at that level. This process will not extend the formal grievance time limits.
2. Formal Grievance: If a settlement cannot be mutually agreed at the informal level, the following procedure will be followed:

### Step #1:

a. The grievant puts the details of the grievance with a suggested remedy in writing on a Union Grievance Form MHC ACT Form 1. Attachments may be necessary due to limited form space.

b. The grievant will then either request or decline Union representation. If the grievant chooses to decline Union representation:

(1) The grievant will submit a written, signed waiver to the Union who will send a copy to the Labor Relations Section of the Civilian Personnel Section.

(2) The union retains the right to have a representative present during all grievance proceedings to ensure the process is consistent with the terms of this Agreement; however, the Union must inform the employer they are present in that capacity and not as the employee's representative.

c. Once a choice is made regarding representation, the grievant will submit the original grievance form to the Union. A copy will be provided to the grievant.

d. The grievance will then be presented to the Labor Relations Section of the Civilian Personnel Section by a Union official within 30 calendar days after the incident causing the grievance. The Labor Relations designated agent will acknowledge receipt of the grievance in writing by initialing the Step #1 procedure block on the grievance form. The Labor Relations Section representative will identify and contact the appropriate Step #1 deciding official to set up a meeting time with the grievant/union to discuss the grievance.

e. The deciding official will issue a written response to the grievant/union within 15 calendar days of the date the grievance was received by the CPS. Absent an approved

extension, if no decision is issued within the 15 calendar days both parties understand the grievance moves to the next step.

3. Step #2

a. The grievance will then be presented to the Labor Relations Section of the Civilian Personnel Section by a Union official within 5 calendar days after receipt of the Step #1 decision or end of the agency deadline for a response. The Labor Relations designated agent will acknowledge receipt of the grievance in writing by initialing the Step #2 procedure block on the grievance form. The Labor Relations Section representative will contact the Squadron Commander of the grievant to set up a meeting time with the union/grievant to discuss the grievance.

b. After the above coordination with the Labor Relations Section, the grievance form will be presented to the Squadron Commander of the grievant by the LRO.

c. The deciding official will issue a written response to the grievant/union within 15 calendar days of the date the grievance was received. Absent an approved extension, if no decision is issued within the 15 calendar days both parties understand the grievance moves to the next step.

4. Step #3:

a. The grievance will then be presented to the Labor Relations Section of the Civilian Personnel Office by a Union official. The Labor Relations designated agent will acknowledge receipt of the grievance in writing by initialing the Step #3 procedure block on the grievance form. The Labor Relations Section will contact the 460th Space Wing Commander or delegee within a reasonable period to coordinate a meeting with the grievant/union to discuss the grievance.

b. After the above coordination with the Labor Relations Section, the grievance form will be presented to the 460th Space Wing Commander by the LRO.

c. The deciding official will issue a written response to the grievant/union within 15 calendar days of the date the grievance was received. Absent an approved extension, if no decision is issued within the 15 calendar days both parties understand the grievance may move to the next step.

d. If the grievant/Union are not satisfied with the Step #3 decision, the Union may invoke arbitration within ten (10) workdays of receiving the Step #3 decision.

## SECTION D – ARBITRATION PROCEDURES

1. General:

a. Only the union or the Employer may invoke the provisions of this section.

b. Arbitration may be used to settle unresolved grievances. It will be invoked within ten (10) workdays of receipt of the Step #3 grievance decision as annotated on the grievance form.

c. After invoking arbitration:

(1) Both Parties will meet no less than twenty-one (21) workdays before the date of the hearing to discuss agreement or disagreement on arbitration issues. At that time, the Parties will provide an exchange of the Proposed Witness List and proposed Joint Exhibits.

(2) No less than ten (10) workdays before the hearing, both Parties will provide any additional exhibits to the other side.

(3) If either Party questions the arbitrability of a matter due to alleged conflicts with applicable law or contract language, an arbiter will be selected to hear the threshold question of arbitrability. Notice of challenge must occur before selection of arbiter. Within five (5) workdays of the selection of the arbiter, the Party questioning arbitrability will submit to the arbiter and the other Party an initial statement of the issue as they see it and any supporting documents and argument on that issue. Within 15 workdays of receipt of the initial statement of the case from the other Party, the other Party may submit a response statement. The arbiter may request a hearing with witness testimony on the issue but such a hearing will be held only with the consent of both Parties. A ruling by this arbiter should normally be issued within 30 calendar days of the receipt of the response statements.

(4) The Party questioning arbitrability will pay all costs of the arbiter and hearing location costs if it loses the challenge. If the Party questioning arbitrability wins the challenge, the arbiter and hearing location costs will be shared equally by the Parties.

2. Arbiter Selection: When arbitration is invoked, the Party invoking arbitration will request an odd number of arbiters (no less than seven names) from the Federal Mediation and Conciliation Service (FMCS) or other mutually agreed agency within seven (7) workdays. Concurrently, the invoking Party will inform the other Party. Within seven (7) working days of receiving the list of arbiters, both Parties will determine a single arbiter by alternatively striking a name from the list until only one name is left. The Party invoking arbitration will make the first strike. In the case where arbitrability is questionable, the Party having last strike will choose which of the two remaining arbiters will hear the issue of arbitrability. The remaining arbiter will hear the case on its merits. If either Party fails to participate in the selection, the other Party may proceed in accomplishing the selection.

3. Arbitration Expenses: Arbiter and hearing location costs will be shared equally by the Parties. Costs include fees and expenses.

4. Date and Location: The arbitration hearing will be held on a date and location mutually agreed upon by the Parties.

5. FLRA Exceptions: The Federal Labor Relations Authority (FLRA) has regulations for filing an exception to an arbiter's award. Unless the FLRA specifies a lesser period of time, the period for filing exceptions is thirty (30) days from the date the award was served on the Party filing the exception(s). If no exception to an award is filed during this thirty (30)-day period, the award will be final and binding effective the thirty-first (31st) day following receipt of the award on the Parties.

6. Compliance: Each Party required to take corrective action in an arbiter's ruling will submit a written certificate of compliance with the arbiter's decision, to include corrective action taken where appropriate, to the other Party as soon as practical.



**ARTICLE 29**  
**FIRE EMERGENCY SERVICES STANDARDS**

1. Scope. The provisions of this section apply to Title 5 Buckley Fire Emergency Services.
2. Contracting Out. The employer agrees to abide by 10 U.S. Code, Section 2465, prohibition on contracts for performance of firefighting or security-guard functions.
3. Hours of Work.

(1) The tour of duty for Buckley Fire Emergency Services Personnel will be promulgated by the Employer in accordance with applicable regulations. The Employer agrees to notify the Union of any changes to the existing tour(s) of duty and will negotiate such changes pursuant to this Agreement.

(2) The Operations shift will be 24 hours each, starting at 0655 and ending at 0655 the following day. Buckley Fire Emergency Services personnel's normal wake up/notification will be at 0630 hours each morning. The present tour of duty for Buckley Fire Emergency Services personnel is six, 24-hour tours of duty in a pay period, totaling 144-hours per pay period. All Operations personnel are assigned to a work group (WG), also known as a set day off or Kelly Day. Normally, Fire Protection personnel will transition from work to standby status at 1630 hours.

(3) The time period when Fire Protection personnel are considered to be performing "actual work" includes, but is not limited to:

- i. attendance at shift change;
- ii. inspecting and maintaining fire apparatus and fire suppression devices located throughout the activity;
- iii. inspecting buildings and areas;
- iv. giving and receiving job related training;
- v. attending meetings and formal gatherings;
- vi. attending "hot pits" and similar types of operations where the danger of fire or other related emergencies is present;
- vii. preparing and maintaining reports;
- viii. suppressing fires and conducting operations connected therewith;
- ix. onsite housekeeping;

- x. One hour physical fitness training period per shift; and
- xi. performing other job related duties as assigned by Employer.

(4) Fire Protection personnel are normally considered in "Stand-By" (1630-0655) status except when required to perform actual work as described above and are free to eat, sleep, read, listen to radio, watch television or engage in other similar pursuits. Federal holidays will normally be considered down days.

(5) If the employer has the need to schedule "actual work" at times other than the "core work hours" (0700-1530 hours) (lunch, 1100-1230 hours), (physical fitness, 1530-1630) the Employer will ensure that equal amounts of stand-by time will be permitted during designated hours of work.

(a) The annual/monthly training schedule will be published and posted so that all employees can review and plan accordingly. Any deviation to the schedule will be submitted through the chain of command, and posted.

(b) No notice base-wide exercises or previously unscheduled events out of the control of the Buckley Fire Emergency Services will ensure that equal amounts of standby time will be permitted during designated hours at work.

(c) Outdoor work activities that are not emergency response-related will be curtailed to the minimum activity necessary during inclement climatic conditions or temperature extremes (i.e., below 32 degrees and above 90 degrees).

i. Base weather will be utilized as the reference to determine any adverse weather conditions effecting the employees of the installation. Department initiated training will be accomplished in the morning hours during the summer months (1 Jun through 31 Sept) and afternoon in the winter months (1 Oct-31 May), or as temperature/weather permits.

(6) Off-duty personnel are subject to recall and/or retention to duty status at the discretion of the Senior Fire Officer, when it is determined that existing conditions or emergency conditions warrant such action. If the employee is recalled for duty, a minimum of 2 hours of overtime will be given. If the employee is needed to stay longer than the required shift, overtime will be paid as in accordance to OPM guidelines in 15-minute increments. For example, if an employee is held at work until 7:07, the employee is paid for 15 minutes of overtime.

(7) An employee is not required to be at work or perform work prior to being on paid status. Personnel will be response ready immediately following shift change.

(8) It is understood that firefighters will be trained to maintain basic proficiency and may be assigned to the Emergency Communications Center during manning shortages as determined by management. All efforts will be made to ensure adequate manning before utilizing operations personnel. If possible, Emergency Communication Center (ECC) shifts assigned to operations personnel will be scheduled during the day or afternoon shift, and will be in increments of four hour rotations.

(9) Attendance to base functions will be approved by the 460 CES Fire Chief to the fullest extent possible.

#### 4. Buckley Fire Emergency Services Work Group Assignments.

(1) Work Groups will be assigned by management. Management determines the staffing to meet mission requirements based on Standard Core Personnel Documents pertaining to needed qualifications and certifications.

(a) First consideration for selection of Work Group assignments will be based on Buckley time as defined in Article 7 of this agreement. The same priority in order will be given whenever a Work Group vacancy is created by promotion, retirement, resignation, or termination.

(2) If an employee wants to trade their Work Group assignment with another employee of the same certification, and capability. The request will be submitted through the Assistant Chief for approval.

(3) In addition, the employees Work Group may be changed for another day as long as the minimum required number of qualified personnel are on duty.

(4) The trading of time or changing of Work Groups are done voluntarily by the employees involved and are not at the direction of the Employer.

#### (5) Trade Time

(a) The Parties agree that equally qualified fire fighters may substitute for one another on regularly scheduled tours of duty or work shift with Employer approval. This practice will be called "trading time." This practice will in no way require additional compensation on the part of the Employer. The Employer will make every effort to approve exchanges of the work schedules, subject to mission accomplishment or other compelling reasons.

(b) Accordingly, "trading time" will be deemed to have no effect on hours worked when the reason for the time trading is not due to the Employer's business, but at the employee's request.

#### 5. Overtime.

(1) Buckley Fire Emergency Services will have an updated personnel list available showing the next person to pull an overtime shift. The list is based on seniority per this Agreement. When the person at the top of the list is used for an overtime shift, their name will be placed at the bottom of the list starting their rotation over. This list will be used for mandatory and voluntary overtime. In the case of newly-hired staff, their name will be placed at the top of the list. If necessary for an employee to be held over from a previous shift to pull another 24-hour shift, the employee will have the option of leaving for one (1) hour during their shift at no charge to personal leave to gather clothing and food for that shift. A non-bargaining member may be used to fill in for the 1 hour absence.

(2) Once Buckley Fire Emergency Services management knows that the next shift will require a member to stay over, the on shift management will contact the next individual currently on duty to make arrangements to cover the overtime shift. The employee assigned overtime by management may find a volunteer to fill the overtime assignment.

(a) The employee that works the overtime will rotate to the bottom of the list.

(b) If an employee scheduled for leave the next shift, the employee will not be required to work overtime, but remain at the top of the overtime list.

(3) For the safety of all Fire Protection personnel, employees will not be allowed to work over 72 hours consecutively, unless in the case of a fire and emergency services incident.. Even then safety must be addressed and will be temporary in nature. There must be a 24 hour off duty break in between starting a new 24 hour shift/or shifts. 72 hours consecutively remains in effect for trade time and overtime situations. A maximum of three days (72 hours) consecutive work with a minimum of 24 hours off duty.

## 6. Annual Leave.

(1) Scheduled Leave: Buckley Fire Emergency Services personnel need to submit primary annual leave requests, secondary annual leave requests, and use or lose requests to their Station Chief Not Later Than (NLT) 15 November for the upcoming calendar year. This allows personnel to schedule annual leave in the January timeframe of that next year. The Employer agrees to have the final list out to employees NLT 15 December. If a conflict arises, the conflict will be taken care of NLT 1 January of the New Year. All efforts will be made not to cancel primary and secondary leave for firefighters. Management directed shift or work group changes will not result in a forfeiture of primary or secondary leave requests.

(2) If conflicts arise from tentative or unscheduled leave requests:

(a) Seniority, as defined in Article 7 of this Agreement, will be used to settle conflicting leave requests.

(b) The use of a seniority list will only be used for the purpose of tie-breaking.

(3) For leave to be formally approved, a request in Automated Time And Attendance Production System (ATAAPS) or on an OPM Form 71 must be submitted to the Assistant Chief. Both approved and disapproved leave requests will be returned to the employee; if disapproved, a written explanation will be provided in ATAAPS or on the OPM Form 71.

(4) Leave rosters will be posted and updated daily for the year.

(5) Excused absences may be approved by management on a case-by-case basis in accordance with applicable directives. Specifically, firefighters that are members of volunteer emergency service agencies may be granted excused absences to support community emergencies such as brush fires or other incidents where emergency response would be hampered if the employee were forced to report for duty at their regularly scheduled time. Volunteer firefighters will notify their immediate supervisor at the earliest opportunity of the emergency and their need to participate, requesting leave or excused absence. Management may excuse the absence at their discretion.

7. Sick Leave Procedures. Sick leave shall be earned and administered in accordance with applicable regulations and this section. Sick leave requests should be approved for all employees when they are incapacitated for duty by sickness, injury, pregnancy, confinement, medical, dental, optical treatment or examination or when a members of the employee's family is afflicted with a contagious disease and the employee's presence at work would jeopardize the health of others. Employees must request sick leave by contacting their immediate supervisor, if on duty, or the on duty Assistant Chief by telephone as soon as possible, but no more than two (2) hours after the start of the employee's scheduled tour of duty. Continued absences must be reported daily unless otherwise approved by the supervisor. If the previous supervisors are unavailable, requests for sick leave will be made prior to 0645 to the on-duty Assistant Chief.

(1) Any firefighter (operations personnel) who has been absent from duty for a medical condition of a nature or duration that could affect their performance as a firefighter, shall be evaluated by the base medical facility or the firefighter's personal physician before returning to duty. The firefighter (operations personnel) will be required to meet or exceed all requirements of the NFPA 1582 Physicians Guide for Firefighter Medical Evaluations before returning to full duty status.

(2) Maternity: The parties agree that pregnancy in the fire service should not be treated any differently than any other medical condition that may inhibit a firefighter's ability to perform their job.

#### 8. Safety (Personnel Protective Equipment).

The employer will provide proper personal protective clothing (PPE) and equipment. When purchasing equipment and/or personal protective clothing, the employer will purchase and ensure the equipment is in accordance with nationally recognized standards. Equipment and PPE will not be replaced solely because of a revision or updated NFPA standard. Employees will be responsible for the condition of items furnished to them and the return of such items as required by the Employer. Any equipment utilized by unit employees will also be in accordance with the

requirements of nationally recognized standards. The Employer agrees to replace PPE when no longer serviceable or contaminated.

For the purposes of this section, the only items the employer will replace are those issued by the employer. Additional equipment will be provided as needed. Unit employees will not be required to share any part of his/her turnouts and/or protective equipment with another employee.

Station work uniforms are not considered PPE for this purpose of this article, but must be fire resistive in accordance with nationally recognized standards.

(1) **Vehicle Safety:** Due to automatic and mutual aid agreements, the installation and local municipalities warrant additional markings to quickly track and identify multiple engines, tenders, ladder companies, ambulances, and support vehicles all responding across jurisdictions to assist in fighting large structure fires, wildland fires, active-threat events, and hazardous materials leaks/spills. Single Incident Commanders and Unified Command teams, such as the Denver Southeast Region Response Team will call for 30 engines in 90 minutes to support one large incident.

9. **Fire Station Facilities.** The Employer agrees to provide and maintain, within the Fire Station, reasonably comfortable living spaces and such spaces are to be properly cooled and heated, provide for basic necessities, such as, but not limited to, facilities that are in good working order, clean and usable drinking water. Quality of life issues will be discussed between management and union officials annually, or as determined by both parties. Efforts will be made to ensure current fire stations will meet AF design standards for fire stations. Future fire stations will meet AF design standards in effect at that time. Fire stations will be equipped in accordance with AF Table of Allowances for equipment.

10. **Physical Fitness Program.** Buckley Fire Emergency Services is responsible for providing a comprehensive Health related fitness program in accordance with nationally recognized standards. This is not to be confused with the required annual medical physical. This is not a replacement to an approved Air Force Fire Emergency Services program (once approved). In the event an employee does not meet a condition of work, management retains the right to deal with each case in accordance with applicable guidelines. Annually all shift firefighters will be provided 2 pairs of shorts and 4 t-shirts; additionally, subject to funding availability: 1 sweatshirt, and 1 sweat pant once every 12 months.

8. **Buckley Fire Emergency Services Occupational Physicals.** Annual firefighter physicals will be performed in accordance with *NFPA 1582, Physicians Guide for Firefighter Medical Evaluations*. All employees will be given the time to perform the physical while on duty or be paid overtime. If the medical squadron cannot meet requirements of *NFPA 1582*, the services for an occupational physical will be arranged at no cost to the employee. All employees will have a copy of their shot records maintained in their 460th MDG employee medical file and, when requested, a copy given to the employee.

9. **Training.**

(1) Outside, job required training will be administered based on prerequisite, availability, and mission requirements.

(2) All level one courses will be done via agency furnished career development courses (CDC) or at the employee's expense if they so choose to seek external training. If materials are needed for the career development courses, i.e., books, the employer will furnish these items at no cost to the employee. When qualified for level two courses or above, the Employer will provide training as classes are available to the department. If an employee requests to attend a class at their own expense, time may be granted in accordance with applicable directives. This provision applies whether or not the employee may have to pay for the course through tuition assistance or out of their own funds.

(3) Buckley Fire Emergency Services personnel are considered to be at duty while attending job related classes, regardless of the class length. At times, where manning may be an issue the employee may complete the class, however when mission requirements dictate, the employee may have to return from the leave status to fulfill mission requirements unless other arrangements can be made i.e., overtime. As soon as possible, that employee will be released back to complete the training.

10. Uniform Allowance Firefighter work uniforms will be in accordance with the most current negotiated BFES Flight Instruction. Uniforms must meet the requirements of nationally recognized standards. Specific uniforms will be identified in BFES Flight Instruction.

(1) Management will submit the uniform allowance, as permitted in DoDI 1400.25-V591, by 31 December each year. Employees are responsible for the proper wear and maintenance of the uniform. If the uniform is damaged, contaminated or no longer serviceable, the employees understand they are responsible for replacement.

(2) Dispatch personnel will be issued a uniform allowance in accordance with AFI 32-2006.

(3) For any uniform issues, the Fire Chief will meet with the union to discuss uniform changes using interest-based bargaining principles i.e. joint problem-solving. Any changes to uniforms will be effective the next annual clothing allowance distribution; implementation date to be negotiated.

## **ARTICLE 30 LIGHT DUTY**

1. When a physician recommends light duty for an employee and upon the employee's written request, the Employer will consider a light duty accommodation in their position of record. When no accommodation can be made, the Employer may consider the use of a temporary detail to a different position. A light duty accommodation and/or detail may be approved for a period not to exceed 30 days after which the employee must be medically re-evaluated to determine if restrictions have changed. Nothing in this section obligates the Employer to accommodate injured or ill employees when no such duty or position is available.
2. Supervisors will notify employees of their determination to grant or deny light duty and the reasons for such decision in writing. If an employee does not receive a decision in writing from management, this is the only provision in this article that may be grieved or taken to arbitration.
3. Light duty means a temporary change in or modification of an employee's work assignments as a result of an injury or illness that prevents the employee from performing the full range of his or her duties. The Employer and Union support the concept of such light-duty, understanding that the work being accomplished must be a legitimate AF requirement and that the person doing the work is fully-qualified (and certified, if appropriate) to accomplish the work.
  - a. A **light-duty accommodation** may include temporarily excusing an employee from performing some of the essential functions of his or her own job.
  - b. A **light duty detail** may include temporarily reassigning an employee to another available position at the installation. Details will be done in accordance with the procedures in Article 19 of this agreement.
  - c. Light duty options are available to both those injured in the line of duty and those injured off work. Those injured in the line of duty are encouraged to exercise their rights under the Federal Employees Compensation Act.
4. If either type of light duty is not approved, either initially or after reevaluation, the employee must apply for leave from an appropriate leave category.
5. Employees on a light duty accommodation will have the ability to supplement their tour of duty with available leave. In the instance of an employee on an uncommon tour of duty such as firefighters on a tour of 144 hours per pay period; a light duty accommodation may or may not allow for the full 144 hour tour of duty. Employees granted a light duty accommodation that does not allow for the full 144 hour tour of duty may supplement their tour of duty with available leave. This leave must be requested ahead of time. If leave is not requested, the employee will only be paid the number of hours they performed duties. It is agreed that the remaining tour of duty hours will be coded as Leave Without Pay.
6. Employees on a light duty detail will be subject to the tour of duty hours of the detailed position as outlined in Article 19.



7. Both 460 SW and ACT understand that each case regarding a light duty request by an employee must be evaluated by installation management and management has sole discretion in providing either (a) light duty accommodation (if possible) or (b) a detail to a position with a tour of duty equal to, or less than, 80 hours (if possible). It is understood that requests for light duty involve facts and circumstances individual to each situation and providing a light-duty accommodation and/or detail in any instance does not establish a practice or an entitlement in any other instance.

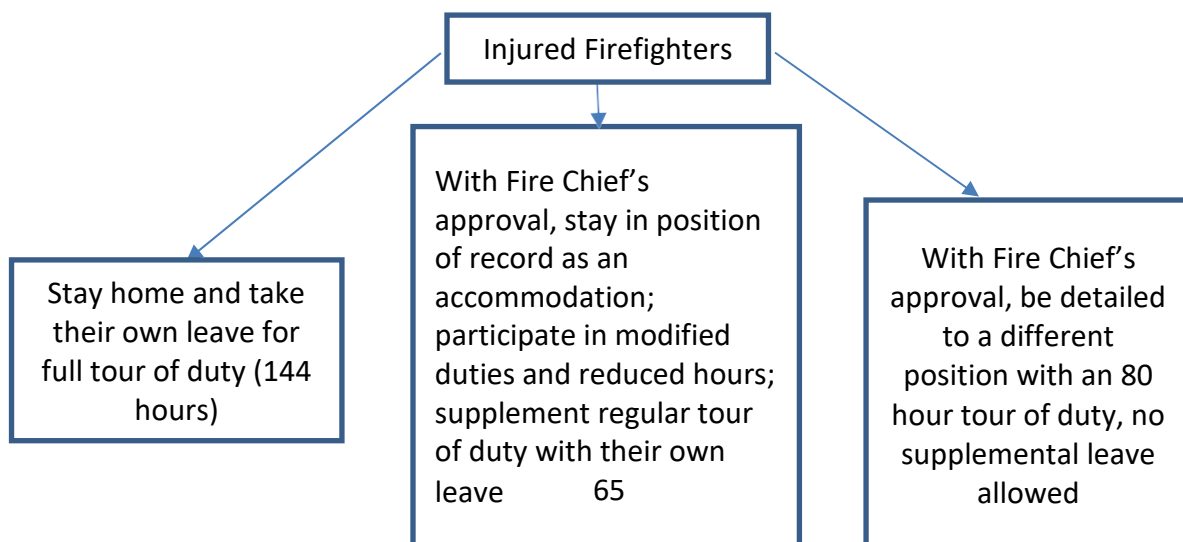
8. This section does not exempt parties from the responsibilities defined in Article 19, Details, Temporary Promotions, and Reassignments.

9. Fire Emergency Services Personnel. If a physician recommends restricted activities due to a medical condition, which precludes an employee from fully functioning as an emergency responder, light duty accommodation will be considered as needed. Personnel will need to provide medical clearance in accordance with the NFPA 1582 in order to define which duties they are capable of performing as well as limitations. Personnel will be required to meet or exceed all requirements of the NFPA 1582, Physicians Guide for Firefighter Medical Evaluations, before returning to full duty status.

a. Light duty assignments and details are not guaranteed and approval will be based solely on the current requirements of the Buckley Fire Emergency Services, and the functional restrictions imposed by the physician. Approval for light duty must be authorized by the Fire Chief, Buckley Fire Emergency Services, in coordination with the civilian personnel section (CPS). If the employee cannot respond to emergency incidents, the light duty assignment duty hours may be adjusted to best meet the program needs and accommodate the medical restrictions of the employee.

b. A light duty accommodation and/or detail may be approved for a period not to exceed 30 days, after which the employee must be medically reevaluated to determine if the medical restrictions have changed. Management will verify the anticipated recovery date, and review the personnel and mission related requirements of Buckley Fire Emergency Services.

c. Due to the nature of firefighter schedules, the below diagram has been simplified to explain the options available for firefighters on an uncommon tour of duty who are injured.



**ARTICLE 31**  
**AGREEMENT ADMINISTRATION**  
**\*See Addendum**

1. Local Contract Approval: Upon conclusion of negotiations, all articles will be presented in final draft format. A thirty (30)-calendar day period will be provided for an overall review and proof reading by the Parties. During this period, the Union will present the draft to ACT National for review and the Chapter for ratification. The Employer will also perform a review during this period. The Parties will then prepare a final document, which will be executed within ten (10) calendar days.

2. Execution: The final document will be executed by affixing the signature of the 460th Space Wing Commander, chief negotiators, Union President, and members present of the respective negotiation teams. The new Agreement will then be forwarded to DCPAS for approval in accordance with procedures established in 5 USC7114 (c).

3. Effective Dates:

a. Basic Contract: The effective date of the new contract will be the thirty-first (31st) day from the execution by the Parties, or the date of agency head approval, whichever occurs first, except to the extent any provisions of the contract are timely disapproved by the head of the agency. Provisions not timely disapproved will be effective on the 31st day from execution.

b. Re-negotiated Provision: The effective date of a re-negotiated provision will be the thirty-first (31st) day from the execution by the Parties, or the date of agency head approval, whichever occurs first, unless the provision is timely disapproved by the head of the agency. A re-negotiated provision will expire on the same date as the basic Agreement, unless otherwise provided

4. Agreement Term: This Agreement will remain in effect for three (3) years from the date of execution.

5 Agreement Precedence: This Agreement takes precedence over any conflicting provisions, except applicable federal statutes, irrespective of date of enactment, and government-wide regulations that predate execution of the Agreement.

6. Agreement Amendments/Supplements: This Agreement may be subject to amendments or supplements during its lifetime under one of the following procedures:

a. At any time, either Party to this Agreement may submit proposals for negotiation for the purpose of supplementing this Agreement with provisions not already covered by this Agreement.

b. Whenever the Parties agree, or a binding third party decision has determined, that a provision of this Agreement is contrary to an applicable federal statute, irrespective of date of enactment; a government-wide regulation that predates execution of the Agreement; or a rule or

regulation implementing Prohibited Personnel Practices (5 U.S. Code § 2302), irrespective of date of issuance, either Party may submit for negotiation a proposal to replace the invalid provision.

c. Either Party may initiate negotiations at the midpoint of this Agreement, after service of notice no later than sixty (60) days prior to the midpoint date.

d. At any time, by mutual consent, for the purpose of amending or providing supplements to this Agreement.

e. Whenever paragraph a, b, c, or d applies, the following procedures shall govern the negotiations:

(1) A request for amendment or supplement to this Agreement by either Party will be in writing, stating the need or reason for the proposed change and a summary of the change.

(2) Representatives of the Employer and the Union will meet within thirty (30) days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed. No changes other than those specified in the summary provided for in this article will be considered.

(3) Approval of an amendment or supplement to the Agreement will be accomplished in the same manner as provided for approval of the basic agreement as specified in this article.

7. Negotiating a New Agreement: Negotiations for a new agreement will commence no earlier than one hundred sixty (160) calendar days and no later than ninety (90) calendar days prior to the end of the term of the Agreement.

a. Sixty (60) days prior to the start of negotiations of a new agreement, representatives of the Employer and the Union will meet to initiate a memorandum of understanding establishing the ground rules for the conduct of negotiations.

b. This Agreement and any supplement will remain in full force and effect until a new agreement is reached.

c. If neither Party serves notice to re-negotiate this Agreement, subject to Agency Head review, this Agreement shall renew itself from year to year following the initial three (3) year period provided for in Section 4.

**APPENDIX 1**  
**MILE HIGH CHAPTER, A.C.T. GRIEVANCE FORM (MHC ACT FORM 1)**

<b>DATE:</b>	<b>NAME:</b>	<b>GRADE, JOB TITLE:</b>
<b>ORGANIZATION:</b>	<b>WORK PHONE:</b>	<b>HOME PHONE:</b>
<b>HOME ADDRESS:</b>		<b>DATE INCIDENT OCCURRED:</b>
<b>GRIEVANT'S SIGNATURE:</b> (THE INFORMATION I AM GIVING IS TRUE TO THE BEST OF MY KNOWLEDGE)		
<b>GRIEVANCE AGAINST:</b> (NAME, TITLE, PHONE NUMBER)		
<b>VIOLATION:</b> (CONTRACT ARTICLE, REGULATION, OTHER)		
<b>DETAILS OF THE GRIEVANCE / PROBLEM:</b> (STATE ALL RELATIVE DETAILS OF ACTION OR INCIDENT ON WHICH THIS GRIEVANCE IS BASED, INCLUDE NAMES, DATES, ETC.)		
<b>REMEDY/ RELIEF BEING SOUGHT:</b> (BE SPECIFIC)		
<b>UNION REPRESENTING :</b> (GRIEVANT'S SIGNATURE)		<b>UNION NOT REPRESENTING:</b> (GRIEVANT'S SIGNATURE)
<b>UNION REPRESENTATIVE ASSIGNED OR REPRESENTING THE UNION:</b> (PRINT AND SIGN)		

<b>STEPS OF GRIEVANCE PROCEDURE: (DATE, TIME, SUBMITTED TO/RECEIVED BY)</b>			
<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>ARBITRATION</b>
<b>DECISION RECEIVED, FROM MANAGEMENT: (REMEDY / RELIEF, DATE, TIME, RECEIVED BY)</b>			
STEP 1			
STEP 2			
STEP 3			
ARBITRATION			

MHC ACT FORM 1

## **APPENDIX 2 GLOSSARY**

This list encompasses common regulations and directives used in personnel but is not an exhaustive list.

*AFI 36-601, Air Force Civilian Career Program Management*  
*AFI 36-802, Pay Setting*  
*AFI 36-2024, Staffing Civilian Positions*  
*AFI 36-703, Civilian Conduct and Responsibility*  
*AFI 36-704, Discipline and Adverse Actions*  
*AFI 36-807, Scheduling of Work, Holiday Observances and Overtime*  
*AFI 36-815, Absence and Leave*  
*AFI 36-816, Civilian Telework Program*  
*AFMAN 36-203, Staffing Civilian Positions*  
*AFPAM 36-106 Supervisor's Records*  
*AFPD 36-2, Employment and Affirmative Action*  
*AFPD 36-6, Civilian Career Management*  
*OPM Qualifications Operating Manual*  
*5 Code of Federal Regulations (CFR)*  
*DoD Priority Placement Program Operations Manual*  
*Equal Employment Opportunity Act of 1972 (Public Law 92-261)*  
*DoD Directive 5400.11, Department of Defense Privacy Program*  
*DoD 5500.07-R, The Joint Ethics Regulation (JER)*  
*AFPD 36-7, Employee and Labor-Management Relations,*  
*AFPD 36-27, Equal Opportunity (EO)*  
*AFI 33-332, Privacy Act Program*  
*AFI 36-801, Uniforms for Civilian Employees*  
*AFI 36-2706, Equal Opportunity, Program Military and Civilian*  
*AFI 36-2903, Dress and Personal Appearance of Air Force Personnel*  
*AFI 44-107, Air Force Civilian Drug Demand Reduction Program,*  
*AFI 64-117, Air Force Government-Wide Purchase Card (GPC) Program*  
*AFI 90-301, Inspector General Complaints Resolution*  
*DoDI 1400.25, Volume 610, Civilian Personnel Management System: Hours of Duty,*  
*DoDI 1400.25, Volume 630, Civilian Personnel Management System: Leave*  
*AFI 36-701, Labor Management Relations*

*First Addendum to the  
Negotiated Agreement*

*Between*

*460th Space Wing*

*And*

*The Mile High Chapter of  
The Association of Civilian  
Technicians,  
Local #48*

*Date: 22 December 2017*

This is the First Addendum to the Bargaining Unit Contract executed by both parties on 10 August 2017. Language in the following ARTICLES has been modified and the revised language (noted in italics) is acceptable by the bargaining parties.

## **ARTICLE 1 GENERAL PROVISIONS**

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### **SECTION D – MANAGEMENT RIGHTS**

1. Nothing in this Agreement will affect the authority of any management official of the 460th Space Wing, *in accordance with applicable laws*:

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

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

c. To assign work, make determinations with respect to contracting out, and to determine the personnel by which agency operations will be conducted.

d. To select personnel for all positions from properly ranked and qualified candidates and/or any other appropriate sources.

e. To take whatever action necessary to carry out the agency mission during emergencies. As a guideline, an emergency situation is a situation posing sudden, immediate and/or unforeseen requirements for the Employer as a result of natural phenomena or other circumstances beyond the Employer's reasonable control or ability to anticipate.

2. Nothing in this article will preclude the Employer and the Union from negotiating, *in accordance with applicable laws*:

a. At the election of the Employer, the number, types, and grades of employees or positions assigned to any organizational subdivision, project, tour of duty, or on the technology, methods, and means of performing work;

b. Procedures the Employer will observe in exercising any authority under this Article; or,

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by the Employer. It is understood these negotiations do not preclude the exercise of Employer's authority except IAW Article 5 of this agreement.

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## **ARTICLE 2 LABOR-MANAGEMENT FORUM**

1. The Employer and the Union will foster an environment of partnership as both parties are an essential source of front-line ideas and information necessary to promote satisfactory labor relations and improve the productivity and effectiveness of the 460th Space Wing.

2. The Employer and the Union agree to meet *when necessary* to facilitate a constructive labor-management relationship. Such meetings will be held in facilities at Buckley Air Force Base,



Colorado. The purpose of such meetings is to:

- a. Encourage a good working relationship between the Employer and the employees.
- b. Improve employee working conditions.
- c. Promote Employer/employee training and education programs.
- d. Improve employee morale, safety or other related matters.
- e. Discuss potential concerns in a timely manner.

3. Minutes of these meetings will be kept by the Employer. Such minutes will be mutually agreed upon and will become the official record of these meetings. The minutes will state the resolution of each issue presented or state that the issue remains unresolved. If an issue is unresolved or resolved by Employer determination, rather than by Employer-Union agreement, the minutes will reflect any view or recommendation stated by a Party at the meeting and any fact or reason stated by the Employer in support of its determination. Before, during, or after a meeting either Party may submit for attachment to the minutes a written statement supporting the Party's view, recommendation, or determination concerning an issue presented at the meeting. The following meeting is agreed to by the Parties:

Labor-Management Meeting: Will be held *as necessary, no more often than* quarterly, or as mutually agreed to between the 460th SW Labor Officer and the Union Officers, or their designated representatives. Additional attendees will be at the discretion of both Parties.

4. During these *Labor-Management* meetings, the Parties will make a good-faith attempt to resolve the issues presented. Any and all actions taken by either Party as a result of these meetings will be consistent with federal statutes and federal government-wide regulations. Actions will be consistent with this Agreement, unless the Agreement is amended. Actions will be consistent with agency regulations, policies, and past practices, subject to the Employer's right to propose changes and to afford the Union opportunity appropriately to negotiate over the proposals. *Disputes remaining unresolved, may be taken to the 460th Space Wing Commander or Vice Commander. Requests to meet with the 460 SW/CC/CV must be in writing (using a Staff Summary Sheet format) and coordinated with the other party before being delivered to the Command Section.*

5. Either Party proposing subjects for discussion between the Parties must indicate in writing at the time the subject is proposed that all attempts were made to resolve the matter(s) and results thereof in accordance with the obligations imposed by this Article.

6. Subjects to be considered at these meetings must be submitted by the Party desiring discussion thereon in writing at least 10 calendar days preceding the agreed upon meeting dates. Notice should include an agenda and the primary issue(s) of concern or discussion. Appropriate matters for consideration at these meetings will include, but not be limited to:

- a. The meaning and intent of this Agreement;
- b. The interpretation and application of rules, regulations, and policies within the discretion of the Employer;
- c. The correction of conditions causing misunderstandings or grievances; and
- d. The improvement of the relationship between the Employer and the Union. Such matters must relate to policy determinations involving a substantial number of bargaining unit employees and will not concern individual complaints or grievances. Formal labor-management disputes as grievances, Unfair Labor Practice (ULP) charges/complaints, etc., or any other similar matters being processed under any dispute resolution procedure will not be appropriate for discussion during these meetings.

7. Where specifically expressed in this Agreement or applicable regulation, the Employer agrees that the Union will be afforded the opportunity to have a non-voting representative participate as a member of a committee/board concerning bargaining unit members.

8. The Employer will inform new employees of the Mile High Chapter's exclusive recognition for bargaining unit members during the appropriate in-processing or newcomers' briefing. During this briefing, the Union will be given an opportunity to brief and answer questions. During this briefing, Employees will be provided a current Union contract and official Union list of stewards.

9. Each Party recognizes that it is important to resolve problems and disputes before it becomes necessary for either Party to file a grievance or ULP charge. Nothing in this article will preclude Union representatives, supervisors and affected employees from meeting with each other to discuss problems or propose suggested improvements.

## **ARTICLE 11 OFFICIAL TIME FOR UNION REPRESENTATIVES**

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2. Leave Administration: Union representatives requiring official time will obtain the approval of the Employer or its designated representative prior to leaving their work areas. Requests will include the purpose of the absence, the anticipated duration, and location where the member can be reached. The Employer or its designated representative must concur with the request, but may delay or reschedule the member's departure based on mission requirements. If delayed, the Parties will attempt to arrive at a mutually agreeable alternate time. The Employer or its designated representative will give the member time to inform personnel impacted by the delay. In cases of multiple stewards in one work area, the Union will determine the primary representative to be excused.

3. Union Training:

a. Bargaining unit members designated by the Union may use official time to attend conferences, conventions or training sessions sponsored by the Employer, Union or outside agencies that is recognized as mutual interest to both parties.

b. The Union is authorized forty (40) hours of official time per year per steward and 60 hours of official time per year for elected officials for training. Travel time will not count toward the hours per year. The submission process is as follows:

(1) The Union will submit requests for official time through the Civilian Personnel Section (CPS) a minimum of two (2) weeks in advance of the training. The request will include sufficient information about the event for the CPS to make a determination. The request will also include the amount of time necessary for travel.

(2) The CPS will determine whether the training complies with statutory requirements for use of official time.

(3) If approved, the CPS will advise the Employer or its designated representative that use of official time is appropriate.

(4) The Employer or its designated representative then approves the absence unless specific workload requirements prohibit.

(5) Approvals and disapprovals will be provided as an endorsement to the letter of request.

4. Upon mutual agreement, these limits may be extended when extenuating circumstances are present.

5. In regards to timecards, Union representatives *and the Employer or its designated representatives* will ensure the recording of official time whether for Union business or training on timecards in accordance with the current timekeeping system procedures.

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**ARTICLE 26  
REDUCTION IN FORCE**

1. General: Procedures relating to Reductions-in-Force (RIF) will be governed by *DoD procedures in accordance with 10 U.S.C. § 1597(f), and any applicable government-wide regulation or agency directives*. The Employer is responsible for implementing a RIF. The impact of an impending RIF will be bargained between the Employer and the Union according to Article 5 I&I Bargaining. The Union will have a minimum of two members assigned to any RIF action team/committee.

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**ARTICLE 31  
AGREEMENT ADMINISTRATION**

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7. Negotiating a New Agreement: Negotiations for a new agreement will commence no earlier than one hundred sixty (160) calendar days and no later than ninety (90) calendar days prior to the end of the term of the Agreement.

a. Sixty (60) days prior to the start of negotiations of a new agreement, representatives of the Employer and the Union will meet to initiate a memorandum of understanding establishing the ground rules for the conduct of negotiations.

b. This Agreement and any supplement will remain in full force and effect until a new agreement is reached.

c. If neither Party serves notice to re-negotiate this Agreement, *subject to Agency Head review, this Agreement shall renew itself from year to year following the initial three (3) year period provided for in Section 4.*

We, the undersigned, agree to the revisions made by this First Addendum and hereby ratify and confirm all other provisions of the collective bargaining agreement executed 10 August 2017.

Dated this \_\_ day of November , 2017.

460th Space Wing  
Buckley Air Force Base, Colorado

The Mile High Chapter of the  
Association of Civilian Technicians  
Local #48

