

# COLLECTIVE BARGAINING AGREEMENT



**MCCHORD FIELD, WASHINGTON**

**AND**

**LOCAL 1501,**

**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES**

**AFL-CIO**

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Approved By: Department of Defense Civilian Personnel Management Service – 16 November 2018

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BETWEEN  
MCCHORD FIELD, WASHINGTON  
AND  
LOCAL 1501,  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO

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**Article 1. COLLECTIVE BARGAINING AGREEMENT**

This Collective Bargaining Agreement is between Local 1501 of the American Federation of Government Employees (AFGE) and Air Force Employees on Joint Base Lewis McChord. This Collective Bargaining Agreement, here after referred to as the Agreement, is executed pursuant to the exclusive Recognition granted Local 1501 AFGE, hereafter referred to as the Union, and the Senior Air Force Mission Commander, hereafter referred to as the Employer. Unless directed by the Federal Labor Relations Authority, all references to Commander or Installation Commander are understood to mean the Senior Air Force Mission Commander at Joint Base Lewis McChord.

**Article 2. COMPOSITION OF THE UNIT**

The unit to which this agreement is applicable is composed of all eligible professional and nonprofessional Department of the Air Force employees at Joint Base Lewis-McChord. Excluded are all management officials, supervisors, and employees engaged in Civilian Personnel work, other than those in a purely clerical capacity.

**Article 3. NEGOTIATION PRINCIPLES**

Section 1. It is agreed that Congress found that experience in public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment.

Section 2. Congress further found that the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government. Therefore, labor organizations and collective bargaining in the civil service are in the public interest.

Section 3. Past practices which are in effect on the effective date of this agreement, will remain in effect unless changed through negotiations; laws, government wide regulations, Department of Defense policies and regulations, Department of Air Force policies and regulations, Air Force Reserve policies and regulations, Joint Base Lewis-McChord policies and regulations, 62/446 Airlift Wing policies and regulations and this Agreement take precedence over workplace practices. The party alleging that a practice exists bears the burden of establishing, at a minimum, that:

- a. The alleged practice was clear and applied consistently.
- b. The alleged practice was not a special, one-time benefit or meant at the time as an exception to a general rule.
- c. Both the Union and management knew the alleged practice existed and management agreed with the practice or, at least, allowed it to occur.
- d. The alleged practice existed for a substantial period of time and it had occurred repeatedly.

#### Section 4. Effect of the Agreement

- a. If a matter subject to negotiation under the provisions of Chapter 71 of Title 5 of the United States Code is addressed by this agreement, there is no further duty on the part of the Employer or Union to address the matter during its life.
- b. The above includes subjects that were proposed, addressed or discussed in the negotiations leading to this agreement. Further, if an overall subject is addressed in the agreement, any distinct feature or element related to the subject that may have been proposed, addressed or discussed are also outside the Employer's or Union's duty to bargain pursuant to section a., above.

Section 5. Whenever language in the Agreement refers to specific duties or responsibilities of supervisors, management officials, or other specific individuals, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the employer retains the sole discretion to assign work and to determine which individuals will perform those duties.

### **Article 4. EMPLOYEES RIGHTS AND RESPONSIBILITIES**

Section 1. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under the Civil Service Reform Act such right includes the right:

- a. To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities, and
- b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under the Civil Service Reform Act.

Section 2. Nothing in this agreement shall require an employee to become or remain a member of the labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 3. Employees shall be apprised of their rights described in this Article and that no interference, restraint, coercion or discrimination is practiced to encourage or discourage membership in the Union.

Section 4. Employees have the right to be represented by the Union in grievance actions covered under this agreement. Employees further have the right to represent themselves in grievance actions covered by this agreement, through Step 3 of the negotiated procedure found at Article 35 of this Agreement.

Section 5. Employees have the right to present their views to Congress, the Executive Branch, or other authorities and to otherwise exercise their first amendment rights without fear of penalty or reprisal. Employees shall be protected against reprisal of any nature for the disclosure of information not prohibited by law, or Executive Order, which the employee reasonably believes evidences a violation of law, rule or regulation, or evidences mismanagement, or waste of funds, an abuse of authority, or a danger to public or employee health or safety. Employees are encouraged to use appropriate agency channels prior to using public media for such disclosure.

Section 6. The Union shall be given the opportunity to be represented at any interview of a bargaining unit employee in connection with an investigation if the employee reasonably believes that the interview may result in disciplinary action against the employee. If so:

- a. The employee will be informed of the circumstances requiring the interview prior to any questions being asked.
- b. The employee must clearly state a request for union representation. An employee will not suffer any form of reprisal for making such a request.
- c. If an employee requests representation, management will:
  - 1) Grant the request, and delay questioning until the union representative arrives (prior to the interview continuing the representative will have a chance to consult privately with the employee); or
  - 2) Discontinue the interview, or
  - 3) Offer the employee a clear choice between continuing the interview unaccompanied by a Union representative or having no interview at all. If the interview continues, no oral or written statements will be adversely used against the employee.
- d. The Employer will publish on an annual basis the above rights of the employee on interviews via electronic posting (i.e. Sharepoint, email etc). The Union will make a permanent posting on official bulletin boards, of the language contained in Section 6a., b., and c.

Section 7. Employees shall have the right to direct and/or fully pursue their private lives, personal welfare and personal beliefs without interference, coercion or discrimination by management as long as such activities do not conflict with job responsibilities or reflect a negative image on the Government. The standard of nexus shall apply.

Section 8. Employees will not be persecuted, harassed or suffer reprisal IAW law, regulations or policy.

- a. All employees shall be treated fairly and equitably and with dignity IAW law, regulations or policy.
- b. Management, in partnership with employees, will endeavor to enhance working conditions to improve morale and efficiency IAW law, regulations or policy.
- c. Discipline/adverse action will only be taken for such cause as will promote the efficiency of the service.
- d. No employee will be subjected to intimidation, coercion, harassment, or prohibited personnel practice IAW law, regulations or policy.

Section 9. Counseling shall encourage an employee's improvement in areas of conduct or performance. Every effort will be made to provide such guidance in an atmosphere that will avoid public embarrassment or ridicule. If an employee is to be counseled or corrected, it will be done in private to the

extent it is within management control. Normally, counseling of an employee will be conducted with only one management official present. If more than one management official is present, the employee has the right to request Union representation.

Section 10. The Employer recognizes employees' rights to assistance and representation by the Union and to meet and confer with Union representatives during duty time. Employees must request approval for time off to meet with the Union representative; all requests for administrative leave will be documented in the approved time and attendance system. Meeting times will be kept to a minimum and the supervisor will be kept informed. Management retains the right to approve requested time based on work center requirements. If the request is denied, subject to mission requirements, management will make alternate arrangements for the employee to meet with a union representative within a reasonable timeframe.

Section 11. Each employee will be advised of their chain of command, including the three levels directly above them, if applicable. If a supervisor change is made, the new supervisor's name and date assigned will be annotated in the 971 file and be signed by the employee.

Section 12. All employees will:

- a. Discharge their assigned duties conscientiously and effectively IAW law, regulations or policy.
- b. Be present for duty unless authorized to be absent.
- c. Follow instructions and other directives and comply in a timely way with proper instructions or orders given by a competent authority (the basic rule-of-thumb is to comply now and grieve later unless compliance would require the employee to commit a criminal act, or put themselves or others in imminent danger coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures).
- d. Comply with safety and health standards set for the job environment.

## **Article 5.        UNION RIGHTS AND RESPONSIBILITIES**

Section 1. The Union recognizes its responsibility to represent the interest of all employees in the unit without discrimination as to race, color, religion, sex, age, national origin, marital status, or physical and mental handicap. However, the Union is not required to represent nonmembers in adverse actions before the Merit Systems Protection Board or the cases before the Equal Employment Opportunity Commission or any other avenue granted as an exception by appropriate authority.

Section 2. The Union recognizes its responsibility to accept all bargaining unit employees as members and protect such rights accorded members. However, the Union may deny Union membership under certain lawful conditions.

Section 3. The Union will be given the opportunity to be represented at any formal discussion between one (1) or more representatives of management and one (1) or more employees in the unit or their representative(s) concerning any grievance or changes in personnel policy or practice.

Section 4. The Union has the right to represent employees in grievance actions covered under this agreement when representation is requested by the employee.

Section 5. The Union has the right to be present when employees have chosen to represent themselves under the negotiated grievance procedure.

Section 6. When an employee requests Union representation under the provisions of Article 4, Section 6, he/she may contact a Union steward. The Union Steward will make a written request for use of official time in the approved time and attendance system. Upon approval the Union Steward will be released, by management, for representational purposes as soon as possible.

Section 7. The Union has the right to meet with employees on lunch breaks at the work site provided such meetings do not violate security regulations or adversely affect the mission of the work center. Employees will not attend such meetings while in a duty status. Requests for such meetings will be submitted to the supervisor of the effected work center for prior approval, at least 24 hours in advance. If the meeting relates to internal Union business, the Union representative will not be allowed official time for the meeting.

Section 8. During employee in-processing, bargaining unit employees will be introduced to the Union via materials provided by the AFGC 1501. The materials will be submitted to the Labor Relations Officer for approval prior to being handed out to the employees. Bargaining unit employees will be encouraged to attend a Union briefing as part of their in-processing checklist.

Section 9. The Civilian Personnel Flight will provide the Union with a list of new employees on a monthly basis, to include name, work section, and duty phone.

Section 10. The Union has the right to file grievances over violations of this agreement. Such filing does not require the approval of an affected employee.

## **Article 6.     EMPLOYER RIGHTS AND RESPONSIBILITIES**

### Section 1.

Employer Responsibilities: in accordance with 5 USC 7114:

The Union shall be given the opportunity to be represented at any interview of a bargaining unit employee in connection with an investigation if the employee reasonably believes that the interview may result in disciplinary action against the employee. If so:

- a. The employee will be informed of the circumstances requiring the interview prior to any questions being asked.
- b. The employee must clearly state a request for union representation. An employee will not suffer any form of reprisal for making such a request.
- c. If an employee requests representation, management will:
  - 1) Grant the request and delay questioning until the union representative arrives (prior to the interview continuing the representative will have a chance to consult privately with the employee); or
  - 2) Discontinue the interview immediately; or
  - 3) Offer the employee a clear choice between continuing the interview unaccompanied by a

union representative of having no interview at all. If the interview continues, no oral or written statements will be adversely used against the employee.

- d. A representative of the Union shall be given the opportunity to be present at any formal discussion between: one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.
- e. The Employer will provide on an annual basis the above rights of the employee on interviews via electronic posting (i.e. Sharepoint, email etc...). The Union will make a permanent posting, on official bulletin boards, of the language contained in Section 1 a., b., and c.

Section 2. The Employer retains the right:

- a. To determine the mission, budget, organization, number of employees, and internal security practices, and
- b. In accordance with applicable laws:
  - 1) To hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - 2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which operations shall be conducted;
  - 3) With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source; and
  - 4) To take whatever actions may be necessary to carry out the Air Force mission during emergencies.

Section 3. The Union and the Employer agree to recognize the principle of partnership and work within its ideology.

**Article 7.      MATTERS APPROPRIATE FOR NEGOTIATION**

Section 1. Changes to Conditions of Employment

- a. If a future statute, Executive Order, government-wide regulation, Head of Agency (or designee) decision requires the parties to change an agreement (not to include this CBA) between the parties, the Employer will notify the Union, in writing, of proposed language to implement the change required.
- b. If the Union desires to negotiate the impact and implementation of the change, to the extent permitted by law, it shall notify the Employer within ten (10) business days from receipt of notification. Extensions may be requested by either part's representative or their designee. Should a request to negotiate be made concerning a proposed change, the change will not be implemented until all phases of negotiation are concluded, consistent with applicable law.

- c. If the Union request to negotiate: within ten (10) business days of the Union request to negotiate, the Union shall submit specific proposals addressing the matter of the proposed change. Should the Employer deem the proposals are not specific, or negotiable, the Union will be notified within five (5) business days and the Union will submit revised proposals within three (3) business days of the Employer identifying deficiencies.
- d. Proposals submitted by the Union to management are subject to the same timelines as section 2 b. and c. of this article. Should the Employer fail to respond, the Union may pursue the matter through the grievance procedure or by statute.
- e. The parties shall make a good faith effort to provide adequate information about the proposed change to allow bargaining to proceed.
- f. Failure to respond timely to the Employer's notice within ten (10) business days from receipt of notification shall constitute a waiver of any right to negotiate on the proposed required change.

## Section 2. Negotiating Procedures

The following procedures shall govern the conduct of all negotiations pursuant to this Article.

- a. Negotiations shall commence after exchange of proposals within a reasonable amount of time as mutually agreed to by the parties.
- b. The Employer will provide a site for negotiations.
- c. The Union will be authorized the same number of Union representatives on official time as the Employer has representatives at the negotiating table.
- d. Once commenced, negotiations will continue until agreement is reached or impasse is declared.
- e. If agreement cannot be reached on the matters under negotiation, the following procedures shall apply:
  - 1) Declarations of Impasse
    - i. Neither party may declare an issue at impasse until all proposals are discussed and are either:
      - a) agreed to; or
      - b) declared non-negotiable by the Employer; or,
      - c) declared at an impasse by either party.
    - ii. The parties agree that each will use their best good faith effort to avoid an impasse in the negotiations. When formally declaring any provisions non-negotiable, the Employer must provide the Union a statement of non-negotiability and reason therefore. The Union will have ten (10) business days to resubmit proposals.

### 2) Impasse Procedures

- i. In the event either party declares an impasse in negotiations, the Federal Mediation and Conciliation Service shall be requested to provide services and assistance to resolve the dispute pursuant to 5 U.S.C. § 7119.
- ii. If mediation services of the Federal Mediation and Conciliation Service do not result in resolution of the impasse, either party may invoke the services of the Federal Service Impasses Panel pursuant to 5 U.S.C. § 7119.

**Article 8.        INTERNAL UNION BUSINESS**

It is agreed that internal Union business such as soliciting membership, collecting dues, electing officers, attending Union meetings, and posting and distributing literature will be conducted during non-duty hours of the employees and Union officials involved. Literature may be left in common areas no earlier than two weeks prior to the event and will be removed within a reasonable amount of time. Shift workers may use annual leave to attend Union meetings. If the supervisor of a work center determines that no adverse impact would occur, the supervisor may adjust the employee's lunch period for attending the Union meeting when requested by the employee. Official time may not be used for conducting any sort of internal Union business.

**Article 9.        MEETINGS**

Section 1. Meetings that pertain to conditions of employment or other mutually agreed upon issues may be requested by the Union President or the Commander's representative. Subject matter of the meeting should be provided with the initial meeting request to allow the other party to be prepared for discussion at the meeting. At any meeting, the parties by mutual consent may discuss topics not previously identified.

Section 2. The Union will furnish a list of their representatives designated to attend the meeting. Union representatives will request official time from management using the approved time and attendance system and such requests will be approved, mission permitting. If a problem develops, the Labor Relations Officer may be contacted for assistance. Attendance at these meetings will be limited to not more than five (5) representatives of the Union and not more than five (5) representatives of management, unless mutual approval from the parties has been obtained. Time will be granted without charge to leave for representatives to attend these meetings, if otherwise in a duty status.

**Article 10.      MEDICAL ATTENTION FOR CIVILIAN EMPLOYEES**

Section 1. Employees requiring medical treatment due to an on the job injury may seek medical care at a JBLM military treatment facility or via a civilian provider of their choosing. For emergency illness or injury, when manifested during the employee's duty hours, 911 should be called. Employees are encouraged, but not required, to use base medical facilities. Medical service shall also be extended to include physical examinations required by employment or directed by management. If medical files are maintained by management or the Civilian Personnel Office, the DD Form 2870 (HIPAA Release Form) must be provided in order for the Union to receive employee medical documents.

Section 2. When permitted by regulation, the Employer shall provide, without cost, available immunization against communicable diseases to employees in the unit when the need exists, as determined by the Commander, 62d Medical Squadron.

Section 3. It is agreed that the Union will be consulted on medical directives originated locally involving employees of the unit before such directives are put into effect.

Section 4. The Union agrees to assist employees of the unit who are experiencing problems in processing claims through the Office of Workers' Compensation Program (OWCP).

Section 5. Management and the Union both recognize the importance of a drug free workplace for safety and health reasons. Employees who voluntarily seek assistance with substance abuse issues may not be under threat of disciplinary action if they adhere to the requirements of the "Safe Haven" as described in Section 5a. below:

- a. Disciplinary action for illicit drug use will not be initiated for any employee who meets **ALL** four of the following conditions: (1) voluntarily identifies himself/herself as a user of illicit drugs **prior** to being notified of the requirement to provide a specimen for testing or being identified through other means (i.e., drug testing, investigation); (2) obtains and cooperates with appropriate counseling or rehabilitation; (3) agrees to and signs a last chance or statement of agreement; and (4) thereafter refrains from illicit drug use. This does not preclude disciplinary action for other misconduct, i.e., possession of drugs or drug paraphernalia.
- b. Through the ADAPT program, the McChord Mental Health Clinic (MHC) may provide initial assessment and referral services for employees experiencing problems with substance use/abuse. Civilian employees may be provided counseling and treatment services through the MHC on a space-available, reimbursable basis, if they meet eligibility requirements outlined under the Federal Health Benefits System or other applicable medical health insurance.
- c. The Employee Assistance Program (EAP) provides counseling programs that offer assessment, short-term counseling, and referral services to employees for a wide range of drug, alcohol, and other related problems that affect employee job performance. EAPs are responsible for referring employees who are abusing drugs for rehabilitation and for monitoring employees' progress while in treatment.

Section 6. Employees are encouraged to participate in exercise and physical fitness programs offered on Base. Supervisors should permit flexible schedules to the extent possible to permit such participation in accordance with established Air Force policy.

## **Article 11. UNION AFFAIRS AND MEETINGS**

Section 1. Per status quo, the Union will be provided an office that will allow for the conduct of business twenty-four (24) hours per day. It will be accessible to all employees and Union Stewards.

Section 2. Should the space no longer be useable, the 62 AW/LRO will liaise with the Union and appropriate agencies to procure an equivalent or temporary space until the situation is rectified. Conference rooms or suitable areas on McChord Field may be used for the purpose of holding meetings on a space available/non-recurring basis. The Union shall arrange for use of the rooms or areas with the appropriate Management Official. If there is a problem, the Labor Relations Officer may be contacted for assistance. The Union agrees to accept the responsibility for due care of equipment and facilities and to be financially responsible for any damage. The Union shall be responsible for placing the meeting room in the same condition as when accepted. The Agency reserves the right to supersede a reservation of space based on mission-essential requirements

## **Article 12. UNION REPRESENTATION (UNION STEWARDS)**

Section 1. The Employer agrees that any Bargaining Unit Employee is eligible to be a Union representative. The Employer also agrees to recognize a reasonable number of Union representatives duly appointed by the Union, to insure that each employee has reasonable access to a steward. Such number, however, shall not exceed one (1) steward per thirty five (35) employees in the bargaining unit. In order to limit potential mission impact, the Union President will make an effort to solicit Union representatives from across the bargaining unit.

- a. The Union agrees to furnish the Labor Relations Officer a complete stewards list within thirty (30) days after this contract becomes official. In order to be duly appointed, a steward's name must appear on this list, signed by the Union.
- b. The Labor Relations Officer will be provided written notification of individual changes. The changes will become effective two (2) workdays after written notification is received.

Section 2. Official Time

- a. Reasonable amounts of official time shall be authorized for representatives of the Union during time the employee otherwise would be in a duty status (mission permitting) for the following purposes:
  - 1) negotiation of a collective bargaining agreement;
  - 2) attendance at impasse panel proceedings;
  - 3) participation in proceedings before the Federal Labor Relations Authority when determined by the Authority;
  - 4) to represent bargaining unit employees in grievances, investigations, disciplinary and adverse actions, or appeals;
  - 5) to represent the Union at formal discussions, meetings with management officials; or
  - 6) any other purpose in any amount the agency and the exclusive representative involved agree to be reasonable, necessary, and in the public interest as authorized in 5 U.S.C. § 7131.
- b. Official time is not authorized for any activity performed by any employee relating to the internal business of the Union. Such activities include but are not limited to:
  - 1) solicitation of membership;
  - 2) election of labor organization officials;
  - 3) and collection of dues.
- c. Official Time is not authorized for Union officials to represent employees in any bargaining unit that is not covered by this agreement. If Union officials desire to represent employees in other bargaining units they must do so during a time that they are not otherwise in a duty status.
- d. Union stewards/officials will request official time from the appropriate management official when required to leave their regularly assigned duties to perform any of their Union steward

responsibilities. Stewards/officials will report to their supervisors when their representational duties are completed. All requests for official time should be documented in the approved time and attendance system as "Other paid absence", and the requestor will make one of the following annotations in the "Remarks" section:

- 1) "BA – Term Negotiations" for negotiating an expired contract or;
  - 2) "BB – Mid Term Negotiations" for any sort of I&I negotiations or;
  - 3) "BD – Labor/Management Relationships" for meetings with management officials or;
  - 4) "BK – Grievance and Appeals" for grievances, arbitration, or any other sorts of appeals.
- e. Bargaining unit employees are authorized reasonable amounts of time to confer with Union representatives for the purposes described in section 2a (above). The steward or the employee will obtain permission from the appropriate management official for release of the employee to confer. Should permission be denied, the reasons for denial will be given to the steward along with the time such release will be granted.
- f. Absence from the work site will be kept to a minimum. Supervisors will be kept informed of the estimated time of return to the duty section.

Section 3. The steward and the supervisor of the work center will meet as necessary for the purpose of consulting on matters of mutual benefit to the employees and management.

Section 4. Employees may contact any steward from the Stewards List. If the steward is not in a duty status, they may contact the Chief Steward who will assign a steward who is otherwise in a duty status.

Section 5. The President, Vice President or Chief Steward may act in lieu of any assigned steward. The President, Vice President or Chief Steward will inform the Labor Relations Officer in writing (to include email) prior to any change. The President, Vice President, or Chief Steward will then be the representative in the employee's grievance until such time as they assign a steward. The President and the Chief Steward will be assigned to day shift and do not fall under the seniority/shift assignment provisions in this agreement when there is no adverse effect on the mission. Should the President be absent for any reason, their designee will act as president.

Section 6. The parties recognize the importance of good Labor-Management relations. The Union President will be granted a reasonable amount of official time to carry out their duties to foster such good relations.

- a. The Union President will be granted 50 percent official time during their normal tour of duty not to exceed 40 hours bi-weekly. Unless covered by statute, any exceptions to the above requested by the Union will be considered by the supervisor on a case by case basis, provided that such request is submitted in writing, as soon as the need is known, in the same manner as prescribed in Section 2 above.
- b. The Union President will not use official time for internal Union business.
- c. The Union President will be released for official time unless the absence would adversely affect the mission of the agency, organization, or work center. Should the supervisor deny such release

based on an adverse effect on the mission, the reasons for denial will be given at the time that the request is denied.

- d. The Union Treasurer is recognized as a vital Union official with a myriad of responsibilities. The Treasurer will be released for official time to prepare, submit, and maintain records required by other government agencies unless the absence would adversely affect the mission of the agency, organization or work center. Should the supervisor deny such release based on an adverse effect on the mission, the reasons for denial will be given to the President or Treasurer and will be rescheduled as soon as possible. As a guideline, the Treasurer will be granted but not limited to the following amounts of official time:
  - i. Initial training upon appointment: 80 hours
  - ii. Record keeping, preparing and submitting forms: 48 hours per quarter
  - iii. Requests for additional time outside of prescribed hours will be coordinated through the Treasurer's supervisor and the LRO

Section 7. The Employer agrees that designated representatives of the Union will be admitted to the installation to meet the Employer at mutually agreeable times during normal working hours subject to security requirements.

Section 8. When a non-employee Union official meets with the Commander, or their representative, the Union President, or their representative, will be granted official time to attend such meetings.

Section 9. When a Union steward and an employee are released from duty to prepare for an appeal or grievance hearing, the Union office may be utilized for such preparation.

Section 10. The Union President's use of Official Time may include a reasonable amount of time for meeting with Congressional representatives on matters other than pending legislation and with community leaders within the commuting area of McChord Field.

Section 11. Employee lockers should be labeled with the employee's first and last name. All employee designated lockers are subject to search on a random basis at the discretion of the Employer. A Union representative will be invited to be present prior to the search except in situations deemed to be an emergency. Unlabeled lockers or lockers not designated to specific employees (i.e. bay of lockers for general daily use) are subject to search on a random basis at the discretion of the Employer and the Union notification is not required.

Section 12. Designated Union representatives may use the Base FAX and E-mail system to transmit information for representational purposes only. These systems may not be used to conduct any form of internal Union business.

### **Article 13. POV USE**

Section 3. Normally, the Employer will not require employees to use their "Privately Owned Vehicles" (POV's) to accomplish job requirements. However, if an employee is required by an appropriate management official to use their POV during duty hours, the employee will be paid mileage in

accordance with applicable laws, rules and regulations. Reimbursement will not be authorized for voluntary POV usage not specifically directed.

#### **Article 14.     DETAILS AND ADDITIONAL DUTIES**

Section 1. If employees are temporarily assigned outside their job classification to a like or lower grade, proper use of details will be utilized to accomplish such assignments. IAW 5 U.S.C. § 3341, details will not exceed 120 days.

Section 2. Details will be made to meet the related needs of the Employer. Management will follow the below procedures when detailing a bargaining unit employee:

- a. Update the employee's Supervisor's Record of Employee (AF Form 971) to reflect the detail and its specifics to include position and proposed duration.
- b. Discuss with the employee the reason for the detail, the nature of duties to be performed, Position Description if available, and the anticipated length of the detail.
- c. Return the employee to their official position of record at the end of the detail.
- d. Follow competitive procedures to fill the detail if vacancy exists or detail is in excess of 120 days, IAW 5 U.S.C. § 3341.
- e. Document any detail that is 30 or more days with an SF-52, per OPM Guide to Processing Personnel Actions.

Section 3. A detail does not exist when an employee is loaned to another installation, activity, organization or office to meet temporary or limited work situations where the work has the same grade, series code and basic duties as their regularly assigned duties.

Section 4. Details will not be used to fill a higher graded or higher paid unit position with a lower graded or lower paid employee when the need to fill this position exceeds two pay periods and the employee meets all qualification requirements. When this occurs, a temporary promotion will be processed in lieu of a detail.

Section 5. Additional duties not meeting the criteria of a detail may be documented in the Supervisor's Record of Employee (AF Form 971) at the employee's request.

Section 6. The Union will be furnished a list of all details exceeding thirty (30) calendar days on a monthly basis. Such lists will be furnished no later than the 10th of the month covering the previous month's details.

#### **Article 15.     DISCIPLINARY AND ADVERSE ACTIONS**

Section 1. The Employer and the Union recognize that public interest requires the maintenance of high standards of conduct. No bargaining unit employee will be subject to disciplinary actions except for just cause, as will promote the efficiency of the service.

Section 2. A disciplinary action is defined as an oral admonishment, reprimand, suspension, removal, or certain kinds of reductions in pay or grade. Some disciplinary actions are also adverse actions. Adverse

actions are removals, suspensions of more than fourteen (14) calendar days, reductions in pay or grade, or furloughs of thirty (30) days or less. It is recognized that the Douglas Factors are relevant for consideration in determining the appropriateness of a disciplinary penalty of a 14 day suspension or greater.

Section 3. Progressive discipline does not apply to probationary/trial or temporary employees. Discipline/adverse action will only be taken for such cause as will promote the efficiency of the service.

Section 4. Investigation and disciplinary/adverse actions shall be initiated promptly following the time management becomes aware of the incident giving rise to the action.

Section 5. All materials relied upon to support the reason for disciplinary or adverse action shall be made available to the employee for review. All material used against the employee will be disclosed to the employee.

Section 6. The Union shall be given the opportunity to be present at any examination of an employee in connection with an investigation if the employee reasonably believes the examination may result in disciplinary action against the employee, and the employee requests representation. If an employee requests representation, management will consider all options including:

- a. grant the request, as long as any reasonable delay to allow for a representative does not impede the investigation. In this situation, the agency is not required to unreasonably delay an investigation in order to accommodate the employee's request for representation.
- b. discontinue the interview, or
- c. offer the employee the choice between continuing the interview unaccompanied by a Union representative or having no interview at all.

Section 7. The employee will be informed of the circumstances requiring the investigative interview prior to any questioning.

- a. While being questioned or being requested to provide a written or sworn statement, the employee will be represented by the Union if requested.
- b. The supervisor, the employee, and the Union representative will not, except as specifically authorized by law or regulation, disclose any information about the investigation.

Section 8. An employee against whom an adverse action is proposed is entitled to a thirty (30) day advance written notice, except where the thirty (30) day advance written notice is not required under circumstances described in Air Force and Office of Personnel Management regulations. The notice will state specific reasons for the proposed action with applicable citations.

Section 9. Management agrees that all materials relied upon to support the proposal and decision for disciplinary or adverse action shall be made available to the employee for review.

Section 10. The employee's representative may conduct an investigation regarding the incident in question.

Section 11. An extension of time for replying to a proposed disciplinary action may be granted when good cause is shown and the request for extension is submitted in writing at least one duty day prior to the expiration of the employee's allotted time to reply to the proposed action. The Employer will issue a written decision on the extension before the end of the employee's allotted time to reply to the proposed

action, if no written response is provided, the request for extension will be granted.

## **Article 16. TOUR OF DUTY**

Section 1. Tour of duty, as used in this agreement, is defined to mean an employee's scheduled days of work within the two (2) week pay period.

Section 2. The basic 40-hour workweek is scheduled on 5 days, Monday through Friday when possible, and the 2 days off outside the basic workweek are consecutive.

Section 3. Alternative Work Schedules (AWS): AWS will be defined as 4-10 (10 hours), 5/4/9 (9 hour) and 3/2/2/3 (12 hour) shifts. All currently established AWS will remain in effect until a request to re-negotiate is initiated by either party in accordance with procedures outlined in Article 7.

Section 4. Flextime and Core Hours: Core hours are blocks of time during the working shift when all employees scheduled for work, excluding their lunch period, must be present and available for work assignments. Established 1st shift core hours are from 0900-1500, 2nd shift core hours are 1800 to 2200 and 3rd shift hours are 0200 to 0600. Employees will use their authorized 15-minute breaks and their lunch period during core hours. Flextime are consecutive hours directly before and after the established core hours. Flextime schedules may be approved, cancelled or suspended at any time by the supervisor.

Section 5. Management-directed changes to an employee's tour of duty or hours of work will be posted two weeks in advance unless the employee agrees to waive this requirement in writing. Waivers will be filed in the employee's work folder. Such changes will not be used to circumvent overtime or premium pay except when the wing commander determines that the base will be severely handicapped in carrying out its function or costs would be substantially increased. Overtime and premium pay issues will be managed in accordance with applicable law and regulation.

- a. Any unusual changes will be explained to the Union President (or designee).
- b. Management may approve employee requested work schedule changes at any time if such changes do not adversely impact mission accomplishment.
- c. If conflicts arise between equally qualified and skilled employees as determined by the agency, concerning days off, work assignments or tours of duty, Service Computation Dates (SCD) will be the determining factor on which employee receives their choice.
- d. Management retains the right to determine the qualifications and skills needed to perform the work of a position, including job related individual characteristics, and the right to determine whether individual employees meet those qualifications. Job-related individual characteristics include such things as judgment and reliability.
- e. Seniority
  - 1) Non-Volunteers: When management requires employee coverage on any work schedule on a required shift, management will first contact fully qualified volunteer employees. If management elects to assign bargaining unit employees to those positions, assignments will be made from fully qualified personnel using reverse seniority. This section also applies to hardships endured by employees.
  - 2) When the employer determines that an employee lacks proficiency to perform a

specific task which they would normally be qualified to perform, the Employer retains the right to temporarily reassign the employee to a shift where proficiency training will be conducted. Once the employee is proficient in performing the task, the Employer will move the employee back to the employee's original shift. In accordance with 5 CFR, 410, 532, and 550, 550, FWS employees shall not suffer any loss of differential pay (or night pay) while temporarily assigned to another shift for training purposes (does not apply to GS employees).

- 3) Using Seniority: An employee may exercise seniority only once per calendar year (once per shift selection, once per days off).

Section 6. Employees will be allowed a 15-minute rest break during each four-hour period of continuous work. This break will normally be scheduled near the middle of the four-hour period. The exact timing of breaks is will be controlled by the supervisor. Breaks will not be used by management to hold formal meetings with employees. Rest periods should be provided between the second and third hour and between the sixth and seventh hour of an employee's shift.

Section 7. Incidental duties directly connected with job performance such as obtaining and replacing working tools or material, undergoing inspection and similar tasks, will be considered job requirements to be accomplished during on-duty time.

Section 8. Lunch periods should begin no earlier than four (4) hours after the beginning of a shift and no later than five (5) hours after the beginning of a shift.

- a. Lunch periods will not be skipped to leave the work site earlier than scheduled.
- b. A non-paid lunch will be no less than one half hour and no more than one hour, subject to mission requirements.
- c. When supervisors schedule more than one eight hour shift in a twenty-four hour period and an overlapping of shifts to permit time off for lunch is not possible, supervisors may authorize an on the job lunch period of 20 minutes or less. On the job lunch periods require that employees remain at or near their work stations. Under these conditions the time covered by the 20 minute on the job lunch period is compensable
- d. If an employee is not excused from job duties, or if he or she is recalled to job duties, the employee is entitled to pay for compensable work.

## **Article 17. OVERTIME**

Section 1. It is recognized that it is the Employer's right to establish work schedules, assign work, and to determine requirements for employees to work overtime.

- a. Supervisors will solicit qualified and reasonably available volunteers by service computation date prior to requiring overtime work. Rosters with employee SCDs will be maintained in the organization. Employees with the most senior SCD will be given first choice of acceptance or refusal. Once the work is completed, or the employee refuses, the next employee with the next SCD will be the next offered overtime work. After the employee works the overtime or declines, that employee's name will be moved to the bottom of the roster until such time every employee has had the opportunity to work the overtime based on SCD. Should there be no volunteers seniority will be applied in reverse SCD order.

- b. When conflicts arise, supervisors will use seniority as the basis for determining among qualified volunteers or non-volunteers, which employee will be assigned overtime duty.
- c. Management retains the right to determine the qualifications and skills needed to perform the work of a position, including job related individual characteristics and the right to determine whether individual employees meet those qualifications. Job-related individual characteristics include such things as judgment and reliability.
- d. Management determines the duration of work or assignment.

Section 2. Except in cases of emergency, any employee designated to work overtime on days outside their normal tour of duty or to work on a holiday will be given two (2) work days advance notice.

Section 3. Records of overtime worked or declined will be maintained within the organization and such records will be open for review by the steward.

Section 4. An employee is not required to work overtime if the additional work would impair health or efficiency or cause an extreme hardship on the employee as determined by an appropriate agency official or medical authority. Overtime should not be compulsory unless failure to perform overtime would prevent accomplishment of the mission and other options are not feasible.

Section 5. Nonexempt employees permitted to perform duties outside their regular scheduled tour will be paid overtime under the provisions of the Fair Labor Standards Act when overtime has not been authorized under Title 5.

Section 6. When employees have agreed to work overtime and have requested compensatory time in lieu of overtime pay, the compensatory time will be recorded and the employee will be scheduled to use the compensatory time within twenty-six (26) pay periods. If not used within the twenty-six (26) pay periods, compensatory time will be paid at the overtime rate of pay in effect when the overtime was worked. This includes GS employees and FWS employees.

Section 7. Employees who receive official calls during off-duty time (including days off and holidays) that require them to perform necessary work from home will be compensated for time actually worked. Hours worked will be reported to, and approved by, their supervisor.

## **Article 18.     **LEAVE****

Section 1. Leave is recognized as an important and significant benefit for all employees. Leave will be administered in a uniform and equitable basis within the scope of applicable laws and regulations and this agreement. Should changes be made to applicable laws and regulations, those changes will be incorporated into this agreement.

- a. Employees will provide supervisors their leave forecasts for the year by 31 January of each year. Supervisors will use these forecasts to establish tentative leave schedules for the year. Any leave requests made after 31 January of the year will be considered unscheduled leave.
- b. Supervisors will tentatively approve or disapprove leave requests no later than 14 February of the calendar year. The purpose of this requirement is to assist with employee leave plans.
- c. The tentative leave schedule shall be made available for employee review upon request.

- d. Should conflict arise between employees desiring the same time off and voluntary agreement cannot be reached between the employees, preference will be given the employee with the most seniority in the absence of a determinable personal hardship or emergency as provided in Section 3 of this Article.
- e. Changes to scheduled leave should not be made by management unless the granting of such scheduled leave will adversely affect the mission of the work center.
- f. All leave will be requested and approved IAW the approved time and attendance system. Should it be necessary to cancel or disapprove an employee's forecasted leave, written justification will be given on the leave request for the cancellation or disapproval as soon as possible.

Section 2. Seniority, for the purpose of this Article, will be based upon total creditable service time. Total creditable time is all time, military and civilian, which is creditable towards annual leave accrual under the provisions of AFI 36-815.

Section 3. An employee with the most seniority may exercise seniority rights only for one (1) period of leave during the calendar year, which cannot exceed three (3) consecutive weeks, provided;

- a. The request is submitted in writing to the leave approving official during January of the calendar year and;
- b. It does not cover any days which fall during the Christmas and New Year holidays.

Section 4. Any employee reassigned, promoted or demoted into another work center will not be allowed to exercise any seniority rights in rescheduling leave in the new work center for the current year.

Section 5. Leaves during the Christmas and New Year holidays will be on a rotating basis without seniority rights.

Section 6. Every reasonable attempt, consistent with workload, will be made to satisfy the desires of the employees with respect to the approving of extended annual leave. The supervisor will use a liberal policy of granting short-term leave requests provided such requests will not adversely affect the mission of the work center.

Section 7. Elected or appointed representatives of the Union (President, Vice President, Chief Steward, appointed stewards) will be granted administrative leave, the aggregate not to exceed a total of ten (10) work days per year, to attend Union sponsored training provided the Government will derive benefit or the Government's interest will be served by such attendance. Eight (8) hours for each Union Steward, twice per calendar year, will be granted for local training. The Union will submit a formal agenda and training plan(s) to the Labor Relations Officer with the written request. The Union will assure training of officials is not duplicated within the duration of this agreement. At the conclusion of the training period, the Union will provide the Labor Relations Officer with the names of the employees who attended and which courses/workshops they attended. When the granting of administrative leave for the above purpose would adversely affect the mission of the work center, the request may be denied. When requested by the Union, Management will give a written reason for the denial.

Section 8. Sick leave

- a. Sick leave for scheduled medical appointments must be requested in advance of the absence.

Sick leave for absence because of illness, injury, exposure to contagious disease, illness of a family member with a contagious disease, or other circumstances of incapacitation which are not known in advance must be requested as soon as possible after the beginning of the absence (normally within the first two hours of the duty day). Sick leave must be requested on the first day and on every additional day of absence, unless the supervisor waives this requirement.

- b. In accordance with 5 C.F.R. 630.403, employees may be required to furnish a Medical Certificate to substantiate a request for approval of sick leave for an absence that exceeds three (3) consecutive workdays or for a lesser period when deemed necessary. If the Employee is not attended to by a licensed health care provider, the Supervisor may consider an Employee's self-certification as to the reason for his/her absence as administratively acceptable evidence. Supervisors may waive the requirement for an employee to provide medical documentation.

Section 9. Advance sick leave up to thirty (30) days may be granted by the Employer subject to the following conditions:

- a. Total employment record and past record of sick leave usage justify such action;
- b. The absence from duty because of illness is for a period of five (5) or more consecutive workdays;
- c. The application for leave (submitted via the approved time and attendance system) is supported by a medical certificate from a licensed health care provider;
- d. The circumstances are such that repayment to the Employer of the advanced sick leave can reasonably be expected;
- e. The employee is serving under a career or career-conditional appointment, and has been under one of the federal retirement systems for one (1) year or more. These conditions will not preclude management from granting such advance leave to an employee that does not meet these requirements.

Section 10. The Employer shall not display individual sick leave records.

Section 11. The Union and the Employer encourage the principles of temporarily assigning light duty to employees unable to perform their regularly assigned duties provided the employee provides medical documentation that specifies the restrictions and the expected duration of the incapacity.

Section 12. To preclude personal hardship, a supervisor or other official will be available during each established tour of duty with full authority to act on behalf of Management on requests for unscheduled absences. Unscheduled absences shall be defined as absence made necessary due to illness or injury in the family, or other unforeseen circumstances arising which could not be anticipated. Dental and medical appointments made in advance will not be considered as unscheduled absence. Accordingly, employees will be responsible for requesting, in advance, leave as soon as an appointment has been made with the physician or dentist. Failure to give advance notification could result in denial of leave.

Section 13. Annual leave, sick leave, compensatory time or leave without pay (LWOP) are available to employees as follows:

- a. Leave for maternity reasons will be granted upon presentation of proper medical documentation of incapacitation due to pregnancy. The employee may use sick leave, annual leave, LWOP or

request an advance of sick leave to cover periods of incapacitation due to pregnancy. Nursing mothers' work hours may be adjusted if the work center mission is not impacted, and if the adjustment does not result in additional costs to the government;

- b. Leave may be authorized for employees to exercise parental responsibilities in accordance with AFI 36-815;
- c. Supervisors may authorize annual leave, LWOP, or use of compensatory time when unexpected personal problems arise;
- d. Sick leave will be granted when an employee;
  - 1) Takes leave for illness, or medical or dental appointments.
  - 2) Makes arrangements necessitated by the death of a family member or attends the funeral of a family member.
  - 3) Takes leave to serve as a bone marrow or organ donor.
  - 4) Is making arrangements for adoption.
- e. Full time employees may use a total of up to 104 hours (13 workdays) of sick leave each year to;
  - 1) Provide care for a family member who is incapacitated as a result of physical or mental illness; injury; pregnancy; or childbirth;
  - 2) Provide care for a family member as a result of medical, dental, or optical examination or treatment;
  - 3) Make arrangements necessitated by the death of a family member or attend the funeral of a family member.
- f. Part-time employees are limited to the number of hours of sick leave normally accrued during a leave year. Documentation requirements are specified in Section 8 of this Article;
- g. Family Medical Leave Act (FMLA). Under the FMLA, most employees may use up to 12 weeks of unpaid leave during any 12-month period for certain family and medical needs. An employee may elect to substitute accrued sick leave and/or annual leave consistent with current laws and OPM's guidance to care for a family member with a serious health condition. The regulations are 5 CFR 630.401(a)(3)(ii) and 5 CFR 630.401(c). The definition of "serious health condition" in accordance with 5 CFR 630.1202 applies. An employee may not use more than a total of 480 hours of sick leave for all family care purposes in accordance with 5 CFR 630.401(c). An employee must provide notice of his or her intent to take family and medical leave not less than 30 days before leave is to begin, or in emergencies, as soon as is practicable. Proper evidence or medical certification is to be provided by the employee not later than 15 calendar days after the agency requests such certification (5 CFR 630.403);
- h. Annual leave may be donated for medical or family emergencies, in accordance with the Voluntary Leave Transfer Program procedures described in 5 CFR 630.

Section 14. When voting polls are not open at least three (3) hours either before or after employees' regular hours of work, employees may be granted time to vote in accordance with applicable regulations.

Section 15. Employees, who live in areas exempt from emissions testing, will be allowed duty time to obtain the emissions test necessary to drive on Joint Base Lewis-McChord.

Section 16. Military leave is absence from the employee's civilian position without loss of pay to perform military duty.

- a. To be eligible a person must be a member of the Reserve or National Guard. Employees on temporary appointments of one year or less, or intermittent work schedules are not normally entitled to military leave.
- b. Military leave is documented in hourly increments. Employees receive 120 hours of military leave with a maximum carry-over of 120 hours per fiscal year.

Section 17. IAW 5 USC 6322 and 6323, employees shall not suffer any loss of night differential pay (or night pay) while on military or court leave.

Section 18. Excused absence may be given when the Commander, or designee, deems it appropriate.

Section 19. Unavoidable absences, brief periods of early dismissal, and brief periods of tardiness of less than 1 hour may be excused by the supervisor or he/she may provide the employee the opportunity to request approved leave, earned credit hours, or previously-earned compensatory time off. The options listed in this section are merely an incomplete listing of all the options available to the supervisor and not a sole and exclusive list.

Section 20. Leave Procedures and Attendance Letters

- a. Leave Procedures and Attendance letters are issued to correct behavior and are not, in and of themselves, considered disciplinary in nature. If such letters are violated, supervisors may take disciplinary action.
- b. Before issuing a Leave Procedures and Attendance letter to an employee, the supervisor will first provide the employee with an opportunity to justify or explain their absences. Employees may request a review of their leave procedures letter ninety (90) days after the effective date. If an employee has not violated the guidelines set forth in their letter for twelve (12) consecutive months, the supervisor should remove the leave restriction letter. Earlier removal is at the discretion of the supervisor.

Section 21. Administrative leave for physical fitness and wellness activities will be documented in the automated time and attendance program IAW Air Force Policy. Bargaining unit employees will not be denied access to administrative leave for fitness solely because of light duty status. Management may request medical documentation with an approved fitness plan.

## **Article 19. EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

Section 1. The Employer and the Union agree to the policy and practice of providing equal employment opportunities to employees on all levels and to have a work force free from sexual harassment and from discrimination because of race, color, religion, sex, national origin, age, disability, to include mental or physical, marital status, and political affiliation. The Employer is responsible for ensuring a work environment free of harassment based on any of the factors listed above. The Employer is responsible for promoting equal employment opportunity through a positive, continuing and results-oriented program

involving all management policies, programs, objectives, practices and personnel.

Section 2. The Employer will continue to ensure the elimination of any neutral employment policies or practices which result in disproportionate impact on any minority group. Should adverse impact be discovered and evidenced in the Affirmative Employment Plan, specific and measurable objectives shall be set to correct any under-representation. To the extent possible, all work-related activities, facilities, and services operated, sponsored, or participated in by the Employer will not be segregated and their use will not be determined by race, color, sex, age, religion, disability, to include mental or physical, or national origin.

Section 3. Contact information for the EO Specialists will be posted and made available to all the work force through reasonable means. A statement will be issued and made public to all employees reflecting management's commitments to attain EEO goals.

- a. Managers and supervisors on all levels will fully support and abide by all policies and programs, and will be responsible for pursuing a policy designed to meet all goals and objectives established for full equal employment within their areas of responsibility. Failure of any manager or supervisor to support EEO objectives will result in appropriate action being taken.
- b. Training shall be provided for representatives of special emphasis employment programs as soon as possible after their terms begin, and shall be updated whenever procedural changes require retraining.
- c. Management will assure that EO Specialists are readily available and accessible to employees who may have a discrimination complaint.
- d. Every three (3) months the Employer will provide to the Union the following information: a list that provides a breakdown of the numbers of employees by race, age, gender, and handicap status, along with a breakdown of all promotions by race, age, gender and handicap.

Section 4. In order to assure that the Union has proper representation concerning possible EEO/disability issues, up to two (2) Union Officials may attend the 62 AW Integrated Delivery System (IDS) meeting, held on a monthly basis.

Section 5. Persons who allege discrimination or who participate in the presentation of such complaints will be free from restraint, interference, coercion, discrimination or reprisal. A complainant has the right to be accompanied, represented and advised by a Union Official, as determined by AFGE 1501, during counseling or at any stage of the EEO process. A Union representative, designated in writing by the complainant, shall have the same access to information as the complainant. A reasonable amount of official time will be authorized to employees and/or representatives, who otherwise would be in duty status, to participate in functions authorized under this article.

Section 6. The Employer shall make appropriate arrangements for disabled employees to assure that promotional opportunities are not denied based solely on their disability.

Section 7. The Employer agrees to abide by the provisions of the Americans with Disabilities Act of 1990, and/or any subsequent revisions to that Act, which are applicable to Federal employees.

Section 8. Employees may choose to file either a formal EEO complaint or grievance, but not both. However, spin off complaints discovered during EEO investigations may be grieved from the point of discovery as long as the evidence shows the complaint was not or could not have been known by the employee. If a grievance is filed under this circumstance, the grievance will follow the timelines set forth

in Article 35.

**Article 20. SUPERVISOR'S RECORD OF EMPLOYEE**

Section 1. Records normally maintained by the supervisor in the Employee Work Folder will be kept in accordance with AFP 36-106, Supervisor's Records.

Section 2. Entries to the Supervisor's Record of Employee may be favorable or unfavorable.

- a. Supervisors will hold a private discussion with employees and advise the employee before making any unfavorable entry in the Supervisor's Record of Employee.
  - 1) Unfavorable comments will be made as separate attachments. The employee will be given the opportunity to initial any entry. The employee's initial indicates that the employee is aware of the entry.
  - 2) If any employee disagree with an entry in the AF Form 971, the employee must annotate in writing in the AF Form 971 that they acknowledge the entry but disagree with it.
- b. Should the employee disagree with an unfavorable entry, a grievance may be filed in accordance with Article 35.
- c. Unfavorable entries will be reevaluated at least once every three (3) months at the request of the employee.
  - 1) If the circumstances or conditions, which led to an original unfavorable entry, are corrected, the supervisor should consider removing the entry or make an entry indicating that the condition has been corrected.
  - 2) Except for entries pertaining to reprimands and oral admonishments, all unfavorable entries will be removed no later than the fourth review (one year from date of original entry).
  - 3) Oral Admonishments may be removed earlier than 2 years if the supervisor determines early removal is warranted.
- d. The Supervisor's Record of Employee (AF Form 971) will be the only record used by the supervisor other than officially recognized records.

Section 3. Supervisory records of employees require procedures that ensure safekeeping and storage in a manner that will protect against casual access to them and will not violate personal privacy.

- a. All supervisors maintaining these records must be cautioned that they are to use discretion and good judgment when asked to furnish the records.
- b. Employees may request to view their own record in the presence of their supervisor and may be provided copies of any document that is retained in the record.
- c. Employees may authorize a Union representative to view their record.
  - 1) Such authorization will be made in writing each time the representative views the record.

- 2) Authorization will be retained in Tab 4 of the record for a period of five (5) years.
- 3) Records will be viewed only in the presence of the supervisor.
- 4) The representative is not authorized to remove any document from the record.
- 5) Copies of documents may not be provided to the Union representative with written consent of the employee. The written consent will contain, at a minimum, the name of the union representative, the particularized need for the documents and an expiration date of the consent.

**Article 21. OCCUPATIONAL HEALTH AND SAFETY**

**Section 1.** The Employer agrees to:

- a. Furnish and maintain a safe and healthful workplace for its employees consistent with applicable safety and health standards.
- b. Provide clean, sanitary, and an adequate number of restroom facilities.
- c. Conduct continual safety inspections of work sites to ensure the safety and health of employees.
- d. Protect employees in imminent danger situations (situations which could reasonably be expected to cause death or serious physical injury).
- e. Post notices at the work site of unsafe or unhealthful working conditions discovered during inspections and surveys until the hazard is abated.
- f. Establish information systems to keep records of all occupational accidents, injuries, illnesses and their causes.
- g. An annual safety summary of occupational injuries will be posted in the Safety Office from 1 February to 30 April following the close of the previous calendar year. Copies of the annual safety summaries from the 446<sup>th</sup> and 62<sup>nd</sup> Airlift Wings will be provided to the Union upon request.
- h. Take appropriate and timely action to abate unsafe or unhealthful working conditions.
- i. Conduct training programs for employees in job safety and health matters.
- j. Establish a safety and health council of which a Union Official may attend. Minutes of such committee meetings will be furnished to the Union representatives.
- k. Afford the right of access to employees or their Union representative to applicable Air Force, Federal, State and local safety and health standards.
- l. Afford the right of access to the Union representative to local occupational injury and illness data in accordance with AFI 91-202, AFI 91-204 and the Privacy Act.
- m. A Union representative should accompany safety and health inspectors. The Safety Office will provide a current safety inspection schedule to the Labor Relations Officer, who will

forward it to the Union. The Union will provide the Safety Office with the name of the Union representative scheduled to accompany the inspectors.

- n. Ensure the rights of the individual under the Air Force Occupational Safety and Health Program are protected from any discrimination, restraint, interference, coercion or reprisal. Reports upon which disciplinary action has been taken will be made available upon request by the employee involved or their designated representative.
- o. The right to report and request inspections for unsafe or unhealthful working conditions by submitting a written, signed notice of conditions, using AF Form 457, USAF Hazard Report. Employee's name will be omitted if requested by employee or representative. Immediate safety concerns regarding Bargaining Unit Employees should be brought to the attention of the chain of command or safety office for resolution. If the issue is not addressed in a timely fashion, the Union President (or designated official) may bring the issue to the attention of the Wing.
- p. The right to grieve decisions involving unsafe or unhealthy working conditions using the negotiated grievance procedure.
- q. Provide the employee the appropriate and properly fitted safety equipment or protective clothing at no cost when prescribed by applicable directives. When job requirements or applicable directives specify the wearing of protective apparel and devices, this requirement becomes both a part of safety regulations and a condition of employment. Hard to fit or special need items will be met through supply channels.
- r. Provide periodic occupational physical examinations and hearing tests to those employees designated by the 62nd Medical Squadron when potential toxic effects are identified under one or more of the following circumstances (all information and results gained by the agency from any medical exams will be furnished to the employee in a timely manner).
  - 1) Personnel are being protected from exposure, exceeding the Permissible Exposure Levels (PELS) by the use of respirators.
  - 2) Personnel are being exposed to 8-hour time-weighted average concentrations exceeding one half the PEL, or significant concern exists because of potential skin absorption.
  - 3) Personnel exhibit signs or symptoms, which may be reasonably attributed to the type exposure involved.
  - 4) Personnel known to be exposed to levels above PELS or who had skin contact with substances in the "Threshold Limit Values and Biological Exposure Indices" having a "skin" notation during emergencies, accidents, etc.
- s. Both the Union and the Employer recognize that the use of ergonomically correct equipment, tools and furniture improve the safety, health and productivity of employees. The Employer agrees that ergonomics will be a significant factor in the future purchase of equipment, tools and furniture used by bargaining unit employees in the performance of their assigned duties.
- t. In cases of extreme temperatures, management will attempt to regulate the work site temperatures in accordance with Air Force regulations. If regulating the work site temperature fails, management may consider other available alternatives such as alternate work sites or implementing a liberal leave policy.

Section 2. The Employer agrees to adequately inform and instruct each newly assigned employee on the Job Safety Requirements outlined in AFI 91-202, Attachment 4.

Section 3. The Union will encourage the cooperation of employees to:

- a. Comply with and exercise those applicable safety standards prescribed by Air Force, Federal, State or local laws.
- b. Promptly report occupational injuries or illnesses to their supervisor.
- c. Use established Air Force procedures to report and seek resolution of suspected safety or health hazards using the USAF Hazard Report (AF Form 457).
- d. Use or wear of safety protective equipment or clothing in the performance of work when furnished and required.
- e. Comply with agency instructions in case of imminent danger situations.
- f. Observe all safety rules and regulations.

Section 4. Applicable safety and health standards will be followed when assigning employees to work in a hazardous area.

Section 5. The Employer, within five (5) workdays, will counsel each available employee who reports an on-the-job injury of the option in benefits under the Federal Employee's Compensation Act.

Section 6. The Union Safety Representative shall not be charged leave when participating in the officially sanctioned functions noted in this Article.

Section 7. Employees are encouraged to report on-the-job injuries to their supervisor, or appropriate management official, within two (2) hours of the injury or as soon as their medical condition allows. The supervisor, or other appropriate individual, will assure all claim forms needed by the employee are provided in a timely manner. The supervisor will also assure that all claim forms requiring supervisory documentation will be submitted in a timely manner. Employees are encouraged to use the base clinic for on-the-job injuries.

Section 8. When an on-the-job injury for a particular work center indicates above average number of injuries, the Union President may request, in writing, that the Safety Office investigate in an effort to determine the cause. Should the request be denied, written reasons will be furnished to the Union.

## **Article 22.     PARKING FACILITIES**

Section 1. The Employer will provide an adequate number of free parking spaces for employees of the unit to the extent possible.

Section 2. The Employer will provide free permanent reserved parking spaces for individuals who are physically handicapped with respect to their walking capacity. The spaces will be assigned as nearly as practicable in close proximity to the employee's working area.

Section 3. The Union will be provided one (1) reserved parking space in proximity to the Headquarters building.

**Article 23.     ENVIRONMENTAL AND HAZARDOUS DUTY PAY**

Environmental and hazardous duty pay will be paid in accordance with 5 U.S.C. 550 and applicable laws, rules, regulations and instructions.

**Article 24.     TRAINING**

Section 1. The Employer and the Union agree that the training and development of employees within the unit is a matter of significant importance to the parties and shall seek training and development opportunities for all employees. Employees will comply with all mission/job-related training requirements.

Section 2. Selection of employees for trainee-type positions, which could lead to future promotional opportunities, will be in accordance with the Air Force Merit Promotion Program.

Section 3. When advance knowledge of the impact of pending changes in function, organization and mission is available, it shall be the responsibility of the Employer to plan for maximum retraining of employees involved. To the extent possible, maximum use will be made of the authority to waive qualification requirements in order to place employees in lines of work where their services can be utilized.

Section 4. In the event of a reduction-in-force, the Employer will determine from the appropriate State Employment Service whether any of the affected employees may be eligible for training at Government expense, and if so, will inform employees how to apply for training.

Section 5. Employees are responsible for self-development and for successfully completing and applying authorized training. Supervisors and employees share the responsibility to identify those situations in the specific work environment that training can aid in achieving defined objectives and goals of the Employer.

Section 6. Whenever emergency does not preclude, the Employer agrees to give at least thirty (30) days advance notice to the Union in regard to the installation of any new equipment, machinery, or process which would result in changes of work assignments or require additional training if ten (10) or more people are to be affected.

Section 7. Supervisors will inform employees of available quota controlled applicable training opportunities when the quotas are received. Employees should advise their supervisors if they desire to be considered. Management will determine course applicability for training. Employee's tour of duty will be adjusted to accommodate the training event.

Section 8. Any employees who wish to expand their knowledge and expertise by completing position related Career Development Courses (CDC's) may be provided the requested CDC at no cost.

Section 9. Training records may be maintained. Air Force approved training tools will be used to document task certifications.

Section 10. In accordance with 5 CFR 410, 532 and 550, FWS employees shall not suffer any loss of differential pay (or night pay) while temporarily assigned to another shift for training purposes (does not apply to GS employees).

**Article 25.     IMPACT OF REALIGNMENT OF WORK FORCE**

Section 1. The parties recognize that the Employer has the responsibility to determine the methods, means, and personnel necessary to carry out the mission of the agency. However, if employees in the unit are to be adversely affected, the Employer agrees to promptly notify the Union of any realignment of work forces or technological changes. This does not preclude the parties from negotiating appropriate arrangements for employees affected by the realignment of work forces or technological changes. It is understood that this section does not apply to individual temporary reassignment of employees due to scheduling problems for short periods of time.

Section 2. The Employer agrees that Management actions will be carried out in accordance with applicable laws and regulations.

## **Article 26.     REDUCTION-IN-FORCE**

Section 1. The Employer will ensure the Union will be involved in all pre-RIF processes in order to assist management in crafting the solutions that will be in the best interest of all employees and management.

Section 2. Whenever possible, the Employer agrees to request separation incentives for affected employees. The Employer may waive qualification requirements for employees who have either occupation skills related to the vacant position, or the basic aptitudes necessary for successful completion of training required to perform satisfactorily in the position. Employees selected under these criteria will be provided on-the-job and/or other training where appropriate for the position.

Section 3. Procedures relating to Reductions in Force (RIF) will be governed by DoD procedures in accordance with 10 USC 1597 (f) and any applicable government-wide regulations or agency directives in accordance with DoD procedures. In order to retain employees, consideration may be given to down grading vacant positions at a grade level for which the employee to be separated would meet qualification standards.

Section 4. The Employer recognizes the Union's right to negotiate the impact of changes in RIF procedures.

Section 5. The Employer is responsible for notifying employees of a RIF, in writing, sixty (60) days in advance.

## **Article 27.     CONTRACTING OUT OF BARGAINING UNIT WORK**

Section 1. The Union will be immediately notified of outsourcing comparisons. Union officials will be invited to meet and confer over the impact of possible contracting out. Management will provide data on manning levels, positions affected, appropriate arrangements for employees adversely affected and other requested pertinent information if releasable under applicable laws and regulations.

Section 2. Representatives of the Union may provide technical support as an advisor to the development of the Performance Work Statement (PWS) and the Most Efficient Organization (MEO). The Employer retains responsibility for all final decisions related to the PWS, MEO and the Government's cost estimates and for ensuring information is treated as procurement sensitive until completion of the cost comparison.

## **Article 28.     RETIREMENT**

Section 1. The parties agree that planning for retirement is an important matter for employees.

The Employer via the Civilian Personnel Office agrees to provide information to employees on how to access on-line retirement information. The Civilian Personnel Office will provide individual retirement briefings at the employee's request to help in the transition from employment to retirement. Employees may be allowed a reasonable amount of duty time to review on-line information subject to mission requirements.

Section 2. To provide employees with retirement information, pending availability of funds, the Employer will attempt to arrange pre-retirement seminars for employees and their spouses. The Employer will make every effort to have experts in the various aspects of retirement available for consultation and guidance. The Union will be asked to assist the Employer in furnishing speakers. Excused absence from work for attendance may be authorized.

## **Article 29.     REHABILITATION**

Section 1. The People with Disabilities Program Manager shall maintain a continuing program for placement of employees injured or disabled by an illness that can perform needed work within their capability but cannot be utilized in their present positions. Counseling and, if appropriate, retraining will be provided for disabled employees. The Union agrees to provide assistance in maintaining the program.

Section 2. The Union agrees to actively support and assist the Employer in maintaining balance in the workplace by encouraging employees who have been identified as having substance abuse problems to seek assistance through the Employee Assistance Program (EAP) or the Alcohol and Drug Prevention and Treatment (ADAPT) Program. Employees who seek assistance through EAP are authorized administrative leave to do so.

Section 3. The ADAPT Program is described in AFI 44-121.

## **Article 30.     EMPLOYER-UNION COOPERATION**

Section 1. Management will furnish the Union a monthly list of the names of all eligible employees of the unit and all newly hired employees during the preceding month.

Section 2. The Union agrees to cooperate with the Employer in truly voluntary charity drives and to lend its support to these worthy causes. In conducting these drives, the parties will be guided by appropriate regulations, which provide that no compulsion or reprisals will be tolerated. Confidential donations may be made by placing contributions in sealed unmarked envelopes.

Section 3. Break areas are recognized as an important Quality of Life issue to our employees. If there is a suitable space identified by the Union, Management will meet to negotiate the use of the space. Whenever possible, the space will be allotted for use as a break room, within funding and mission requirements. It will not be used as an additional meeting or conference room.

Section 4. The Union will be provided an office that will allow for the conduct of business twenty-four (24) hours per day. It will be accessible to all employees and Union stewards.

Section 5. Joint training by the Union and the Employer is encouraged and will be provided whenever possible.

Section 6. The parties agree that whenever possible issues should be resolved through the use of mediation prior to instituting the grievance and arbitration process. When issues arise the Civilian Personnel Office will work with the Union and parties involved to facilitate mediation through designated

Air Force channels as soon as possible after being made aware of the issue.

Section 7. Both parties agree to attempt, in good faith, to resolve disputes at the lowest level possible. Mediators are to be totally free from any pressure or influence by either party to this agreement in relation to the manner by which they conduct their efforts to resolve the disputes in which they have been asked to attempt resolution. Mediation can be invoked by either an employee or a supervisor at the point they believe a dispute exists that can be resolved through this process. The goal of mediation is to develop a statement of resolution signed by all parties to the mediation.

## **Article 31. DUES WITHHOLDING AGREEMENT**

Section 1. McChord Field will withhold Union membership dues and dental premium deductions from the employees' paychecks. An employee in the bargaining unit, who is a member in good standing in the Union, may authorize an allotment of pay for membership dues to the Union, provided:

- a. The employee has voluntarily completed a request for such an allotment of pay (SF 1187), and;
- b. The employee regularly receives a normal amount of pay on the regularly scheduled pay days and such pay is sufficient to cover the full amount of the allotment after other legal deductions have been made.

Section 2. The Union agrees to acquire and distribute to its members the prescribed allotment form (SF 1187) for the withholding of dues, and to inform and educate employees of the unit on the program of allotments for payment of dues. An allotment may be submitted by an eligible member of the unit, through the Union, to Defense Finance and Accounting Service (DFAS) at any time. The allotment will become effective at the beginning of the first complete pay period after receipt of a properly completed and signed SF 1187 by DFAS. An allotment shall be terminated:

- a. When the employee leaves the unit as a result of any type of separation, transfer, or other personnel action (except detail);
- b. Upon loss of exclusive recognition by the Union;
- c. Upon receipt of notice from the Union the employee is no longer a member in good standing;
- d. When this agreement is suspended or terminated by appropriate authority outside the Department of Defense.

Section 3. The effective date of termination of dues withholding allotment, which is not at the request of the employee, shall be the beginning of the first pay period following the date of the action which requires the termination of the allotment. The Union agrees to notify DFAS within five (5) workdays when a member, who has authorized dues withholding, is suspended or expelled from the Union.

Section 4. Employees may revoke their membership dues withholding allotment by submitting an SF 1188 within the first full pay period prior to their anniversary date. Any SF 1188 received prior to or after the above time period will be returned to the employee as untimely. Following a timely receipt of the SF 1188, dues shall be terminated the first full pay period after the employee's anniversary date of becoming a Union member.

## **Article 32. CORE PERSONNEL DOCUMENT**

Section 1. Position descriptions provide a brief summary of the primary duties, functions and

responsibilities of a particular position. They are used primarily to determine the appropriate pay and grade of the position and also as a guide for the supervisor and employee occupying the position.

Section 2. Position descriptions are not all encompassing of the tasks an employee may be asked to accomplish. If an employee is asked to accomplish a task they feel is unsafe, refer to Article 4, Section 12.

Section 3. The Employer will maintain an accurate position description for each position, reflecting the significant duties of the position. All employees in the unit will be furnished a copy of their position description at the time the employee starts a new job. The supervisor and employee will review and discuss the duties and responsibilities at the first appropriate opportunity.

Section 4. The Employer shall furnish the Union with one (1) copy of a position description when it is at issue in an individual grievance complaint.

Section 5. The employee should bring to the attention of their supervisor discrepancies in major duties within the position description compared to the major functions the employee is currently performing. Standardized Air Force Core Personnel documents will be used unless a waiver has been granted by the MAJCOM.

Section 6. Any proposed changes in the position description will be discussed with the employee so that the employee is aware of the changes. A copy of the new position description will be furnished to the employee

### **Article 33. CIVILIAN RECOGNITION**

Section 1. Civilian Awards and recognition will be implemented in accordance with AFI 36-1004. Supervisors should consider recognizing deserving employees continuously throughout the year. It is recognized that budget limitations may impact management's ability to distribute monetary awards.

Section 2. Performance Awards. The primary intent of performance awards is to recognize high levels of employee performance and to provide incentive for such performance. Employees may request and be granted specific reason(s) why he/she fails to meet established award criteria and/or what improvement, if any; in his/her performance is needed. Employees are encouraged to share their achievements with their supervisor(s) throughout the rating cycle.

- a. Employees who have a current appraisal rating of Fully Successful or higher may be considered for performance based awards.
- b. Upon request, the Employer will provide the Union with a report of total cash and time off award given to employees, as of 1 Jun and 1 Nov of each year. In order to receive the information, the Union must make the request within fifteen (15) business days of the specified dates.

Section 3. Bargaining unit employees selected for Wing Civilian Employee of the Quarter will receive, as part of the recognition, a one-day time-off award to be taken on a date determined to be acceptable to the employee and their supervisor. Bargaining unit employees selected as Employee of the Year for McChord Field will receive a three-day time-off award to be used on a date convenient to the employee and their supervisor.

### **Article 34. BLOOD DONATIONS**

Section 1. Donor Leave

Donor leave will be granted consistent with government-wide rules, regulations and Air Force Instructions.

Section 2. Blood Donation

Employees will be granted up to four (4) hours of excused absence to donate blood to a sponsored or endorsed blood program, to include travel time. When unusual need for recuperation occurs, up to an additional four (4) hours may be authorized. Supervisors have the right to disapprove time off to donate blood if workload dictates. Administrative leave granted will only be done so during normal working hours of the employee on the day of donation. In the event a donor slip is requested by a supervisor, the request will be made in advance.

Section 3. Marrow and Organ Donors

The Agency shall approve excused absence for employees who serve as donors for bone marrow, organ, and tissue donations. The use of excused absence can cover time off for activities such as donor screening, the actual medical procedure, and recovery time. The Agency shall approve:

- a. Up to seven (7) workdays of absence in a calendar year without charge to leave or loss of pay by employees participating as bone marrow donors; or,
- b. Up to 30 workdays of absence in a calendar year without charge to leave or loss of pay for employees participating as organ and tissue donors. The length of absence from work can vary depending on the medical procedure involved in the donation. Therefore, for longer periods of incapacitation, leave-approving officials shall approve annual and/or sick leave or LWOP in combination with the maximum amounts of excused absence specified as above in this section.

**Article 35.      GRIEVANCE PROCEDURE**

Section 1. The purpose of this article is to provide a single, acceptable method for the prompt and equitable settlement of all grievances. Most grievances arise from misunderstandings or disputes, which can be settled promptly and satisfactorily on an informal basis. The parties agree that every effort will be made to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty or desirability to the Employer, but will be construed as a positive effort to correct a perceived problem. This is the exclusive procedure for resolving grievances except as provided for in Sections 2 and 3 below.

Section 2. A grievance is defined as any complaint:

- a. By any bargaining unit member concerning any matter relating to the employment of the employee;
- b. By any bargaining unit member, the Union, or the Employer, concerning:
  - 1) A claimed breach of this Memorandum of Agreement; or
  - 2) Any claimed violation, misinterpretation of any law, rule or regulation affecting condition of employment.

Section 3. The sole exclusions to the negotiated grievance procedure are:

- a. Those excluded by Title 5, USC, Section 7121 of P.L. 95-454, which are summarized as disputes over Hatch Act violations; retirement, life, and health insurance; suitability suspension or removal

on national security grounds; examination, certification or appointment; a classification of a position not resulting in reduced pay or grade; and

- b. The content of published agency policy;
- c. Non-selection for promotion from a group of properly ranked and certified candidates;
- d. An action terminating a temporary promotion within a maximum period of four (4) years and returning the employee to the position from which temporarily promoted or to an equivalent position;
- e. Non-adoption of a suggestion or disapproval of a quality salary increase, performance award, or other kind of honorary or discretionary award.
- f. A proposed notice of disciplinary action;
- g. Termination of probationary/trial or temporary employees;
- h. Matters subject to statutory appeals procedures excluding Reduction in Force (RIF), when the employee elects to pursue the appeals procedure in lieu of this grievance procedure. Nothing in this agreement shall constitute a waiver of any further appeal or review rights permissible under Statute. When an employee or the Union alleges a violation of RIF's procedures, the Union and/or the employee will present the alleged violation in writing to the Civilian Personnel Office Affirmative Employment Section within ten (10) business days after receipt of the written RIF notice. A meeting will be scheduled between a personnel office representative and the employee and/or Union representative within five (5) business days of receipt of the employee's written allegation. A decision on the alleged violation will be issued no later than five (5) business days after the meeting.

#### Section 4. Appeal and Grievance Options

As provided for under Title 5, USC, Section 7121 matters covered under Section 4303, 7512 and 2302(b)(1) of Title 5 may, at the discretion of the aggrieved employee, be raised under the appellate procedures of Section 7701 of Title 5 (Merit Systems Protection Board (MSPB), EEO complaints procedures or under the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised an option under this section at such time as the employee files a notice of appeal under the applicable appellate procedures or timely files a grievance, in writing, in accordance with the provisions of this negotiated grievance procedure, whichever occurs first. A decision notice causing an employee to be adversely affected, for which they can exercise the option provided for in this section, shall provide appropriate information on the timely filing and appropriate options available. If the employee elects to use this negotiated grievance procedure, the written grievance may be introduced at Step 3 or arbitration except for complaints of discrimination, which must be introduced at Step 1. Discussions between an employee and an EEO counselor will not preclude an employee from opting to select this grievance procedure if the grievance is otherwise timely.

#### Section 5. Statutory Appeals Covered

- a. Section 7512 - Adverse actions:
  - 1) A removal;
  - 2) A suspension for more than fourteen (14) days;

- 3) A reduction in grade;
  - 4) A reduction in pay;
  - 5) A furlough of thirty (30) days or less
- b. Section 4303. Adverse Actions Based on Unacceptable Performance:
- 1) A reduction in grade;
  - 2) A removal.
- c. Section 2302(b)(1) - Complaints of Discrimination.

#### Section 6. Grievability/Arbitrability

If either party considers a grievance non-grievable or non-arbitral, the original grievance may be amended to include the issue of grievability/arbitrability. The issue will be decided by an arbitrator in accordance with the arbitration procedure contained in this agreement. Prior to the request for arbitration, the Labor Relations Officer will be notified, in writing, by the Union at least two (2) work days prior to the request being submitted. Should the Labor Relations Officer decide the issue to be grievable/arbitral, the grievance will be reintroduced at the step where it was declared non-grievable/non-arbitral.

#### Section 7. General Provisions

- a. Only the parties to this agreement and the employees within the unit, as defined in Article 2, are entitled to use these procedures. Any employee of the unit may utilize these procedures up to but not including arbitration without the intervention of the Union as long as any adjustment is not inconsistent with the terms of this agreement and the Union is given an opportunity to have an observer present at the proceedings of the employee's grievance.
- b. An identical grievance by two (2) or more employees will be considered as a single grievance. A decision of such grievance applies to all employees in the group. An employee may withdraw from a group grievance, in writing, any time before a decision is rendered; however, they may not later initiate the same or a substantially similar grievance.
- c. An employee grievance over a written decision to discipline may be introduced under Step 2 of the procedures.
- d. Grievances over promotion actions (except the exclusion noted in Section 3c above) will be an exception to the procedural steps in Section 9, if the matter at issue involves the application of the Air Force Merit Promotion Plan by the Civilian Personnel Flight (CPF). Such grievances will initially be submitted in writing to the CPF for possible resolution. If the grievance is not satisfactorily resolved, the grievance may be submitted under Step 3 of Section 9, provided it is received within five (5) business days following the reply to the grievance by the CPF.
- e. At any step of the negotiated grievance procedure when a management deciding official designates someone to act on their behalf, it will be in writing. The designee will have complete authority to render a decision at that step and will be the one to render the decision. The designee will not be the deciding official from the previous step.

#### Section 8. Other Provisions

- a. Use of Official Time –A reasonable amount of time, without charge to leave, will be allowed as follows:
  - 1) To the Union President to discuss and resolve any complaint the Union may have concerning the interpretation or application of this agreement under the provisions of Section 10 of this Article;
  - 2) To the employee duty time to prepare to present a grievance under these procedures;
  - 3) To a Union representative, or representative approved by the Union, to prepare and present a grievance under these procedures;
  - 4) To a Union observer where these procedures provide for such an observer;
  - 5) A reasonable amount of official time for the Union representative and administrative leave for the employee to prepare for the arbitration hearing;
  - 6) All official time for the grievant and the Union representative should be requested and documented by using an OPM Form 71 or the approved automated time and attendance system.
  
- b. Representation Rights - When an employee decides to file a grievance under the grievance procedure, they must make a decision whether or not to be represented by the Union in the processing of the grievance. The following procedure will be utilized based upon the employee's decision:
  - 1) If the employee decides to have representation in the processing of the grievance, they will contact a Union steward. The Union will designate a specific Union representative in writing to be the employee's representative throughout the grievance procedure. Only the designated representative may represent the employee unless the Chief Steward or President designates a different representative in writing.
  - 2) If the employee wishes for management to share any documents related to the grievance with the designated representative, the authorization to view or receive the documents must be in writing; must name the representative; and specify the grievance number. Such authorization will expire when the grievance is resolved.
  - 3) If the employee chooses not to be represented by the Union in a grievance action, the Union has the right to have one representative present at any step of the grievance process.
  
- c. Time Limits:
  - 1) Failure on the part of a grievant to comply with the time limits specified in this procedure may be cause to deny or terminate the grievance. Failure to render a decision within prescribed time limits authorizes the initiator to advance the grievance to the next step or to arbitration if the grievance is at the third or final step of the grievance process.
  - 2) If an interpretation of a regulation or directive is required, the grievance will be suspended until the appropriate authority gives a written interpretation of the regulation.

- 3) When a grievance is initiated at a step higher than Step 1, the time limits of Step 1 apply.
  - 4) Time limits at any step of the procedure may be extended by mutual consent of the parties. Unless mutually agreed, requests for extension of time limits must be made in writing before the expiration of the time limit.
- d. Contents of Grievance - All grievances, regardless at what step they are being submitted must be in writing on the forms provided in Article 35, Section 12. All grievances must contain, at a minimum, the following:
- 1) Name of the grieving employee(s) or statement that the grievance is filed on behalf of the Union or Employer, with appropriate signature(s);
  - 2) The specific nature of the grievance, and if it involves interpretation of the Memorandum of Agreement, the specific provision(s) in question. If involving a rule or regulation, the specific portion of the rule or regulation violated;
  - 3) If an employee grievance, a statement as to how the employee is personally affected;
  - 4) If a Union grievance, a statement as to how the Union is affected;
  - 5) The specific corrective action or remedy requested or desired. Remedies may not include any disciplinary action or other sanctions against a supervisor or other management official;
  - 6) If an employee grievance, a statement as to the employee's representation or lack of representation;
  - 7) If an employee grievance, a statement of the attempt to resolve it at Step 1 when it is presented at Step 2 and a statement as to why the remedy at Step 1 was unacceptable;
  - 8) Copies of all documents that are considered to be relevant to the grievance. All issues, documents, and alleged violations related to the grievance must be presented at the time that the original grievance is filed at the first step. Any relevant new evidence or materials introduced at subsequent steps of the grievance process may cause the grievance to revert to the first step at the discretion of the Step 2 deciding official. Additional issues will be considered as a separate grievance.
  - 9) A grievance that does not conform to the above requirements may be rejected. Resubmission will be allowed, provided it is received by the appropriate official within five (5) business days following rejection, and provided it conforms with the requirements of this subsection.

## Section 9. Employee Grievance

The following are the procedural steps that must be taken by an employee when filing a grievance under this procedure. Exceptions to these procedures are outlined in Sections 3 and 7c and d. Except for grievance over appealable matters where the employee can exercise the option contained in Section 3, no grievance will be accepted unless it is presented in accordance with these procedures within twenty (20) business days after the occurrence of the incident or event, or twenty (20) business days after the date the grievant becomes aware of the incident or event which caused the grievance. Discrimination complaints must be filed within forty-five (45) calendar days.

- a. Pre-Grievance (optional). The employee or Union Representative must notify the LRO within twenty (20) business days after the occurrence of the incident or event which caused the dispute, or within twenty (20) business days after the date the grievant becomes aware of the incident or event to try and informally resolve the potential grievance. The LRO will respond to the Union Representative within five (5) business days. The parties involved will determine the methods and means for attempting to resolve the dispute. If a resolution is not reached during the informal step, the grieving party may submit a formal grievance at Step 1 within five (5) business days of the date of the informal meeting.
- b. Step 1. The grievance will first be presented, in writing, to the lowest level supervisor with the authority to resolve the grievance in the work center where the incident occurred. The employee may be represented if so desired and a representative is designated in writing. The parties will schedule a meeting at a mutually agreeable time within five (5) business days in an attempt to settle the grievance. The attendees at the Step 1 grievance meeting will be the Union Representative, the Grievant, the Supervisor and a representative from the Civilian Personnel Office. The supervisor will provide a written response to the grievance within five (5) business days after the meeting.
- c. Step 2. If the matter is not satisfactorily resolved under Step 1, the employee, or employee's representative, may submit the matter, in writing, to the Squadron Commander (or designated senior management official) within five (5) business days after receipt of the first step decision. The appropriate management official will schedule a meeting with the grievant and representative within five (5) business days. The attendees at the Step 2 grievance meeting will be the Union Representative, the Grievant, the Supervisor and a representative from the Civilian Personnel Office. The Step 2 Deciding Official will render a written response within five (5) business days following the meeting.
- d. Step 3. If the specific remedy requested is not granted under Step 2, the grievance may be submitted to the Labor Relations Officer, within five (5) business days from the date the written response to Step 2 was received. The LRO will forward to the appropriate Step 3 decision maker. The request for review must be in writing. The Senior Air Force Mission Commander at McChord Field or designated representative will arrange to have a meeting within ten (15) business days. The Senior Air Force Mission Commander at McChord Field, or designee, will issue the final decision within ten (10) business days after the meeting is conducted. If the specific remedy requested is not granted or satisfactory settlement was not achieved, the Union and the Agency may agree to Grievance Mediation or the Union may invoke Arbitration. The President, Vice President or Chief Steward may attend the Step 3 meeting with the employee and the representative.
- e. Grievance Mediation. Grievance Mediation must be done so through mutual consent of the Agency and the Union and will occur after a final Step 3 decision has been rendered (or final Step 2 decision of a Management-Union Grievance), but prior to Arbitration. The Agency and the Union agree that grievance mediation may be an effective method of trying to resolve grievances efficiently and economically by using the services of an objective third party to help the parties gain mutually acceptable resolutions. If mutual consent is not reached, the parties may proceed directly to Arbitration within the allotted timeframe.
  - 1) Either the Agency or the Union must request Grievance Mediation in writing within ten (10) business days of receipt of the Step 3 decision, or forfeit the option. Likewise, if either party wishes to abandon mediation at any point, they must notify the other party in writing. From the time mediation is terminated, the Union has five (5) business days to invoke Arbitration.

- 2) Every effort should be made to complete Grievance Mediation within thirty (30) business days of either parties request for Grievance Mediation.
- 3) The Agency and the Union agree to the following Grievance Mediation procedures:
  - i. The parties will jointly select a mediator and split the costs equally.
  - ii. The parties will mutually agree on the date, time and location of Grievance Mediation and either party may be represented by the representative of their choice IAW the negotiated grievance procedures in Section 8 b.
  - iii. Mediation will be done in person, unless both parties agree to mediation telephonically.
  - iv. While the mediator shall have no authority to impose a resolution of the grievance, either party may request the mediator offer a solution or recommendation to the parties. The mediator will have the authority to meet with both parties separately during mediation.
  - v. If an agreement is reached during Grievance Mediation, it will be annotated to writing, signed and implemented and the grievance will be considered resolved.
  - vi. If an agreement is not reached during Grievance Mediation, the Union may invoke arbitration within five (5) business days of the final Grievance Mediation meeting.
- f. Arbitration. If the specific remedy requested is not granted or satisfactory settlement was not achieved, and neither party requested Grievance Mediation within the appropriate timeframe, the Union may invoke arbitration. In order to invoke arbitration, the request for arbitration must be received in writing, by the Labor Relations Officer/Senior Air Force Mission Commander at McChord Field, within twenty (20) business days from receipt of the Step 3 decision on the grievance or within five (5) business days of the final Grievance Mediation meeting.

#### Section 10. Management-Union Grievances

Grievances by the Employer or the Union must be submitted by the complainant within twenty (20) business days from the date of the incident or event creating the grievance or twenty (20) business days from the date the complainant became aware of the incident. Grievances will be processed in accordance with the following procedures:

- a. Step 1. The Union President or their designee and the Labor Relations Officer or their designee will meet within five (5) business days of receipt of the written grievance by the respondent. The respondent will furnish a written reply within ten (10) business days following the meeting unless the parties reach a written agreement at the meeting, which resolves the grievance.
- b. Step 2. If the remedy sought by the complainant is not granted or satisfactory settlement is not reached and the complainant wishes to pursue the matter, the complainant will notify the other party, in writing, of the decision to invoke either Grievance Mediation or Arbitration. Grievance mediation may be invoked IAW Article 35, section 9e. Arbitration may be invoked IAW Article 35, section 9f.

## Section 11. Arbitration

- a. Arbitration may be invoked by the Union or the Employer.
- b. Within ten (10) business days from the date of the written decision to invoke arbitration, the moving party shall request a list of arbitrators from either the Federal Mediation and Conciliation Service or such other organization as may be mutually agreed upon. Upon receipt of the list, the parties shall meet within ten (10) business days to select an arbitrator. If agreement cannot be reached on a listed arbitrator, the parties shall each, in turn, strike a listed arbitrator from the list until one remains who will be the duly selected arbitrator.
- c. All costs of the arbitrator shall be borne equally by the parties. The arbitration hearing will be held at McChord Field during day shift hours Monday through Friday. All participants in the hearing will be in a duty status if they would otherwise be in a duty status. The arbitrator will be requested to render a decision within thirty (30) calendar days following the conclusion of the hearing.
- d. The parties will meet for the purpose of jointly framing the issue(s) for the arbitrator. Should the parties fail to jointly frame the issue(s); each party will submit separate statements
- e. The arbitrator's award shall be binding upon the parties unless a timely exception is filed in accordance with the regulations of the Federal Labor Relations Authority.

## Section 12. Grievance Form.

See attached template (Article 35, Attachment 1).

## **Article 36. PERFORMANCE APPRAISAL SYSTEM**

Section 1. The performance appraisal system as applied to bargaining unit employees shall be fair, impartial, and non-discriminatory in nature. Forced distribution of summary ratings is prohibited.

Section 2. The following definitions apply to the performance appraisal system:

- a. "Performance" means an employee's accomplishment of work assignments or responsibilities.
- b. "Appraisal" means the process under which performance is reviewed and evaluated.
- c. "Performance Plan" references the document for each employee that indicated how his/her performance will be measured throughout the appraisal cycle.
- d. "Performance Element" describes the expectations related to the work being performed.
- e. "Performance Standard" describes how the requirements and expectations provided in the performance elements are to be evaluated.

Section 3. Normally, within thirty (30) calendar days of the beginning of the appraisal cycle, supervisors will meet with their employees for an initial feedback session and to review the employee's performance plan. If applicable, copies of the Position Descriptions (PDs) will be provided upon request.

- a. The performance plan will be completed by the supervisor with optional feedback/input from

the employee.

- b. The performance plan will clearly document job related goals for each employee and how his/her performance will be measured during the appraisal cycle.
- c. Performance plans will include elements and standards. Standards should be written using SMART (Specific, Measurable, Attainable, Relevant and Timely) criteria.
- d. Performance plans must be reviewed by a Higher Level Reviewer (HLR) before they are finalized and presented to the employee.
- e. If a new process or change to assigned duties affects an employee's performance plan, the supervisor is required to update the plan. Employees will be notified and acknowledge the updated plan using the MyPerformance Appraisal Tool or, if unavailable, on the DD Form 2906. Examples include: Change to mission, organizational goals, work unit priorities, or assigned duties.

Section 4. A formal progress review of an employee's performance will be conducted during the appraisal period (1 April through 31 March). The formal progress review will be documented using the MyPerformance Appraisal Tool or, if unavailable, on the DD Form 2906. Additional performance discussions are highly encouraged throughout the appraisal cycle and will be annotated in the employee's 971 folder.

Section 5. Feedback is considered two-way. Supervisors and employees are encouraged to provide feedback throughout the appraisal cycle verbally and/or in writing. Employees may utilize the Civilian Performance Management and Appraisal Feedback Form (Article 36, Attachment 1).

Section 6. Appraisal Rating:

- a. An employee's performance will be evaluated IAW AFI 36-1002 para 3.5.
- b. The MyPerformance appraisal tool is the only automated appraisal tool that has been authorized for use in administering and documenting activities under the DoD Performance Management and Appraisal Program, and MyPerformance generates a completed DD Form 2906, "Department of Defense Performance Plan, Progress Review, and Appraisal."
- c. When supervisors or employees do not have access to the electronic MyPerformance appraisal tool, they must use the paper copy of the DD Form 2906 to document the performance plan, progress review(s), and rating of record.
- d. In the application of the overall performance plan, and in rating the appraisal factors, the Supervisor should take into account mitigating factors such as availability of resources, equipment, lack of training, or frequent authorized interruptions of normal work duties. An employee will not be rated on any standards or elements he has not had the opportunity to perform.
- e. When a rating of record cannot be prepared at the end of the appraisal period because the employee was not in the position for at least ninety (90) calendar days, the appraisal period will be extended until they have been in the position for ninety (90) calendar days. Thereafter, a rating of record will be prepared within thirty (30) calendar days. Input from previous supervisors will be taken into consideration when deriving the next rating of record. If there is a

supervisor change during the rating cycle, the employee will be notified as soon as possible of their new supervisor IAW the CBA, Article 4, Section 11.

- f. Upon assignment of the rating, the employee will acknowledge the rating using the MyPerformance Tool, which signifies receipt of the rating only. If the employee declines to acknowledge the rating in the MyPerformance Tool, the supervisors will print the DD Form 2906, annotate accordingly and place a copy in the employee's 971 Employee Work Folder. In this circumstance, a copy will be furnished to the employee for personal retention.
- g. After the annual performance appraisal is rendered, the employee and the Union Representative may discuss the employee input in regard to the final rating with the supervisor and/or reviewing official.
- h. Employees shall not have his/her performance disclosed to his/her coworkers.
- i. Performance Ratings will not be carried over into the next rating cycle. The rating cycle is clearly defined as 1 April to 31 March and supervisors will only address employee performance that occurred during that cycle in the given year as long as the employee has been on an approved performance plan for ninety (90) calendar days.

Section 7: During the final performance appraisal discussion, the employee may request Union representation. If a request for Union representation is made, the supervisors is entitled to have an additional management official present at the discussion. Employee and Union participation shall be in a duty status, provided they would otherwise be in a duty status.

Section 8. Employees may seek reconsideration of issues related to the performance appraisal process (e.g., individual performance element ratings, and ratings of record) through the negotiated grievance process outlined in the Collective Bargaining Agreement. Employees may not challenge contents (e.g., performance elements or standards) of a performance plan and decisions to grant/not grant a performance award.

Section 9. Supervisors/rating officials should consider requests from employees for training or developmental opportunities to further employee performance as it relates to the employee's job. Additionally, while monitoring performance, supervisors may identify an employee's need for training in order to enhance the knowledge, skills and abilities related to the employee's job performance in his/her position.

Section 10. Employees may be recognized for significant contributions throughout the appraisal cycle by either written or verbal communication. Examples of recognition are: cash award, time off award, quarterly award, annual award, challenge coin, recognition at commander's call, thank- you, etc. For additional information on awards, reference AFI 36-1002, par 3.6 and AFI 36-1004, The Air Force Civilian Recognition Program.

Section 11: Addressing Unacceptable Performance:

- a. It is the responsibility of the Supervisor to monitor employee performance throughout the rating period. If at any time during the rating period, the rating official determines that an employee is performing at an Unacceptable level in one or more critical elements, the rating official will meet with the employee to discuss the performance issue(s). During the discussion, the supervisor should take the following actions:
  - i. Clearly communicate to the employee how his/her performance is failing to

meet the standards outlined in the performance plan. Provide specific examples or observations and indicate the link between the deficiency and performance objective(s).

- ii. Offer appropriate assistance, training, and/or closer supervision and feedback. Assistance should be aimed at developing the employee, removing obstacles and improving the work product or outcome.
  - iii. Consider placing the employee on a Performance Improvement Plan (PIP) to correct performance failures. If a PIP is utilized, follow instructions in Section 11, para b-d.
- b. An employee must be on an approved performance plan for a minimum of ninety (90) calendar days before a supervisor can initiate a PIP.

### **Article 37. TOBACCO USAGE**

Section 1. McChord Field supports the recommendations of the U.S. Surgeon General to ensure healthy working conditions with an environment reasonably free from contaminants, but that the use of tobacco products is legal and an employee's right. Non Tobacco use is the McChord Field norm.

Section 2. The Employer agrees to provide, to the extent possible, a tobacco-free, healthful environment for employees who choose not to utilize tobacco products. Tobacco use is specifically prohibited in all indoor areas and Air Force vehicles. All areas are assumed to be "no tobacco use" areas unless a "Designated Area" sign is posted.

Section 3. The Employer will provide a tobacco cessation program. Employees who desire to participate shall be granted duty time. No employee will be coerced to enter such a program. Supervisors and employees will take into consideration the temporary stress and trauma involved when making an effort to quit tobacco use.

Section 4. Prior to designating tobacco use areas, management will meet and confer with a Union steward over the new tobacco use areas and other appropriate arrangements consistent with this agreement.

Section 5. The Employer and the Union will work together to determine the most logical location for the construction and placement of picnic and/or tobacco use shelters, subject to the approval from the Directorate of Public Works. The Union must first demonstrate that there is a sufficient number of bargaining unit employees who smoke in a specific work location that would warrant the construction of a shelter. The Employer will provide the design, designate individual facility sites and provide materials for construction within the availability of appropriate funding depending on the organization where the shelter may be located. It is agreed that for certain wing functions the shelters may be relocated for brief periods such as exercises, Air Shows and other large gatherings. All construction will be accomplished on a self-help basis.

Section 6. In accordance with Air Force Instructions, tobacco includes all products that may be configured to deliver nicotine, including but not limited to, cigars; cigarettes; electronic cigarettes (e-cigarettes); stem pipes; water pipes; hookahs; vaporizers; smokeless products that are chewed, dipped, sniffed, or "vaped"; and any other nicotine delivery system that the Food and Drug Administration (FDA) defines as a tobacco product. NOTE: The definition of tobacco does not include FDA-approved prescription or over-the-counter nicotine replacement therapy. For the duration of this contract E-cigarettes or other vaping products will be considered the same as a tobacco product and will only be used in "Designated Tobacco Use Areas" and E-cigarette devices will not be charged via any government

computer USB ports.

### **Article 38. PUBLICITY**

Section 1. To the extent possible, the Employer will furnish separate bulletin boards for exclusive Union use. If the Employer cannot furnish separate bulletin boards, the Union will be allowed to furnish separate bulletin boards for their exclusive use where wall space permits. Where space is not available for a separate Union bulletin board, spaces will be made available on the existing work center permanent bulletin board. Material posted on Union or work center bulletin boards will be items of interest to members of the unit. Material will be posted and removed by the Union. All material posted on Union bulletin boards will not violate any law, the Collective Bargaining Agreement, security regulations, or contain obscene or libelous material. All Union literature, except for routine notices and lists, must be approved for posting by the Labor Relations Officer.

Section 2. At the request of the Union President, the Agency will grant media access on base to the Union President's Office unless prohibited due to internal security reasons or interferes with the Agency's mission. Requests for media access by the Union will be made to the 62 AW Public Affairs Office. At least 48 hours' notice will be given, unless otherwise mutually agreed. The Union and a representative of the Agency are obligated to escort media personnel to/from Union facilities unless mutually agreed otherwise. Media interviews with Union officials at on base Union facilities will be conducted without employers' presence, unless mutually agreed otherwise.

Section 3. IAW applicable laws and OPM regulations, the Union shall retain the right to hold informational picketing, or distribute informational handouts, which does not interfere with or disrupt the Agency's operation and is done so in non-work areas of Joint Base Lewis McChord – McChord Field. The Union President must obtain advanced written approval from the 62 AW Commander via the Labor Relations Officer. The Union agrees that all informational picketing or handout distribution will be done so by employees who are in a non-duty status.

### **Article 39. CHILD CARE**

Section 1. The Employer agrees to allow civilian employees of McChord Field use of the Child Development facilities at McChord Field.

Section 2. Civilian employees will be placed on waiting lists on an alternating basis with military personnel.

Section 3. Alternating waiting lists will be established for each age group.

Section 4. All rules will apply equally to military and civilians.

### **Article 40. AIR RESERVE TECHNICIANS**

Section 1. Unless mandated by law, AMC/AFRC Instruction or other applicable regulations, the military grade of Air Reserve Technicians (ART) employees in the unit will not be a factor in assigning civilian duties outside their official civilian position description and shall not be a factor in promotions. Assignment of ART personnel to higher graded civilian duties will comply with the provisions of the McChord Merit Promotion Plan.

Section 2. Air Reserve Technicians' (ARTs) work and training schedules will comply with AMC/AFRC

Instructions or other applicable regulations. The preparation time for training by ARTs should be arranged to minimize interference with maintenance tasks. The Employer will assure that each ART's productive time is distributed based on standards established by the Employer, and that ART assignments and preparation time will be consistent with AMCI 36-2602 (mission requirements may require a temporary deviation from such standards).

Section 3. ART time and attendance will be documented in accordance with AFRCI 36-803. ARTs in military status may use Leave Military (LM) to cover their scheduled civilian tour of duty.

#### Section 4: ART Aircrew Bargaining Unit Employees

It is recognized by all parties that due to safety and health it is important for aircrew members returning from long distance flights, and flights returning past their normal duty day, be allowed to exercise various options to enable adequate time to rest before returning to his/her civil service tour of duty. For options, employees should reference AFI 36-815, and AFRCI 36-803.

- a. Aircrew flying missions over eight (8) hours in duration are authorized to use any accrued compensatory time or credit hours on their next scheduled duty day to ensure adequate rest.
- b. Additional information may be found in the Table of Supplemental Agreements.

#### Section 5: ART Employees Performing Mission Essential Personnel (MEP) Duties on Flight Orders

It is recognized by all parties that due to safety and health it is important for MEPs returning from long distance flights, and flights returning past their normal duty day, be allowed to exercise various options to enable adequate time to rest before returning to his/her civil service tour of duty. For options, employees should reference AFI 36-815, and AFRCI 36-803. In addition MEPs may request a change to their Scheduled Day Off (SDO) prior to or upon return from a mission.

### **Article 41. PROBATIONARY EMPLOYEES**

Section 1. If an employee is placed in a probationary status, they will be notified.

Section 2. If an employee is failing to meet any expectations established by their supervisor, the supervisor will provide feedback and corrective actions to the employee within a reasonable amount of time and document their discussion in the employee work folder (AF Form 971). Employees shall be allowed to respond in writing to any identification of failure to meet standards.

Section 3. Probationary employees will maintain grievance rights or any other applicable rights under the Collective Bargaining Agreement.

Section 4. The employer will provide the employee sufficient training and applicable tools in which to accomplish their job.

Section 5. Employees will not be barred from utilizing fitness time solely because they are on probation. Fitness time should be utilized IAW Article 10.

Section 6. Employees will not be denied the use of FMLA (when eligible), available sick, donated or annual leave solely because they are on probation.

Section 7. The Union will be allowed to sit in on feedback sessions with the probationary employee at the employee's request. If a request for Union representation is made, the supervisor is entitled to have an additional management official present at the discussion.

## **Article 42. TABLE OF SUPPLEMENTAL AGREEMENTS**

### **Section 1:** Agreements Under this Article

The Table of Supplemental Agreements is a living document, separate from this CBA that lists agreements made outside of Collective Bargaining process which are important to maintain for full transparency between the Agency and the Union. This article specifically governs how the Agency will maintain the Table of Supplemental Agreements. Any supplemental agreements made are subject to the following provisions:

- a. For the purpose of this section, agreement refers to any MOA, MOU or other agreements executed through mutual negotiations.
- b. All legacy agreements will be included in a Table of Supplemental Agreements.
- c. Any agreements not listed in the Table of Supplemental Agreements by the effective date of this contract are non-enforceable but may be negotiated.
- d. Any agreements signed after the effective date of this CBA will be added to the Table of Supplemental Agreements.
- e. This shall not preclude either party from bargaining a supplemental agreement at any time after the one year anniversary date the agreement was finalized.
- f. Agreements deemed applicable to all bargaining unit employees may be proposed by either party for inclusion in the CBA during contract negotiations.
- g. For privacy purposes, the Table of Supplemental Agreements will not include agreements made between the Employer and the Union which affect individual employees.

Nothing shall affect the authority of the Employer to take whatever actions may be necessary to carry out its mission during emergencies

## **Article 43. DURATION OF AGREEMENT**

Section 1. This agreement will remain in full force and effect for four (4) years from the date of approval by the Defense Civilian Personnel Advisory Service (DCPAS). This agreement will remain in full force and effect until a new agreement is negotiated.

Section 2. Either party may give written notice of its intent to re-open this agreement within thirty (30) days after the 24th month anniversary of the date this contract was signed locally. The parties will meet within fourteen (14) calendar days after the receipt of the request to re-open this agreement for the purpose of negotiating ground rules.

Article 35, Attachment 1: Negotiated Grievance Forms

<b>AFGE Local 1501, Step One Grievance Form – Individual Grievance</b>	
<b>Control Number:</b> _____	
Employee Name	Employee Squadron & Tour of Duty (e.g. M-F 8:30am-5:30:pm)
Employee Job	Grievable Action Occurred (date/location)
Employee/Union Statement of What Happened (Why are you filing?) (Use additional pages if needed)	
Specific Nature of Grievance (Contract provisions or other law, regulation or policy alleged to be violated):	
Facts/Evidence To Be Considered (attach relevant documents including witness statements/other evidence to be considered; include how Union/Employee are affected by the action that occurred):	
Specific Remedy Requested (What do you want to happen if the decision is in your favor?):	
Reason Supporting Remedy (Why should the matter be decided in your favor?):	
Attachments (list all attached documents)	
I wish to be represented by UNION (if yes list Union rep name): Yes ( ) No ( )	
I wish to represent myself : Yes( ) No( )	
Employee's signature:	Date:
Representative's (if one) signature:	Date:
Grievance Received By (Name/Section):	Date:



**AFGE Local 1501, Step Three Grievance Form – Individual Grievance**  
**Control Number:** \_\_\_\_\_

Date step two decision received:

Step two decision attached: Yes( ) No( )

What, specifically, about the step two decision are you grieving to step three?

I am requesting a meeting with the step three official to resolve this grievance. Yes( ) No( )

Is Step 2 response attached Yes ( ) No ( ).

Number of pages attached:

Employee's signature:

Date:

Representatives signature:

Date:

**AFGE Local 1501, Step One Grievance Form – Group Grievance**  
**Control Number: \_\_\_\_\_**

Name of Union Rep (Names and positions of employees must be listed on page three):

Date of decision or action being grieved:

Union Statement of What Happened (Why are you filing?) (Use additional pages if needed)

Specific Nature of Grievance (Contract provisions or other law, regulation or policy alleged to be violated):

Facts/Evidence To Be Considered (attach relevant documents including witness statements/other evidence to be considered; include how Union/Employee are affected by the action that occurred):

Specific Remedy Requested: (What do you want to happen if the decision is in your favor?)

Reason Supporting Remedy: (Why Should the matter be decided in your favor?)

Attachments (list all attached documents)

The union is requesting a meeting with the manager who made the decision being grieved to resolve this grievance. Yes(  ) No(  )

Authorized Representative's signature:

Date:



**AFGE Local 1501, Step Two Grievance Form – Group Grievance**

**Control Number:** \_\_\_\_\_

Date step one decision received:

Step one decision attached: Yes( ) No( )

What, specifically, about the step one decision are you grieving to step two?

We are requesting a meeting with the step two official to resolve this grievance. Yes( ) No( )

Please attach any evidence, documents, etc. you wish to have considered at step 2.

Number of pages attached:

Authorized representative's signature:

Date:

# CIVILIAN PERFORMANCE MANAGEMENT AND APPRAISAL FEEDBACK FORM

## Joint Base Lewis-McChord

*Note: This form may be utilized by Air Force civilian employees assigned to McChord Field, WA to provide feedback to their supervisor during the appraisal cycle (1 Apr - 31 Mar). This form is strictly voluntary and is not required.*

Employee Name

Job Title

Supervisor Name

Review Period

Significant Accomplishments/Contributions (related to performance elements)

Limiting Factors/Barriers to Success (related to performance elements)

Suggestions/Feedback for Supervisor

Goals for Current and/or Upcoming Appraisal Cycle