

MASTER LABOR AGREEMENT
LOCAL SUPPLEMENT

BETWEEN THE

COMMANDER
AIR ARMAMENT CENTER

AND

AMERICAN FEDERATION
OF GOVERNMENT
EMPLOYEES

AFGE LOCAL 1897 AND AFGE LOCAL 1942

EFFECTIVE DATE: MAY 24, 2007

**MASTER LABOR AGREEMENT
LOCAL SUPPLEMENT
FOR THE EGLIN AFB COMPLEX**

1. The undersigned Parties agree that in accordance with the Master Labor Agreement (MLA) Article 34.01a, the following articles) which are not in conflict with the MLA will be consolidated into a local supplement for use by the Parties. The Parties further agree that the attached Articles shall constitute the Local Supplement for the bargaining unit employees under the AFGE Local 1897 and AFGE Local 1942 exclusive representation, This supplement is effective upon the date approval is granted in accordance with Article 34, Section 34;09 of the M.L.A.

2. This Local Supplement to the MLA shall remain in force in accordance with the Master Labor Agreement, Article 34, Section 34,09.

For the Commander
Local 1897

President, AFGE Local 1942

President, AFGE

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OFFICIAL TIME-GENERAL

Those Union representatives that are on 100 percent official time will provide their scheduled tour of duty and hours of work to the Labor Relations Officer upon implementation of this agreement and whenever changes occur.

ALTERNATIVE DISPUTE RESOLUTION

SECTION 2.01: Informal Dispute Resolution

The Employer and the Union (the Parties) agree that every effort will be made to settle disputes at the lowest possible level. The Parties further agree that Alternative Dispute Resolution (ADR) increases the Parties' opportunities to resolve workplace disputes, and that ADR can provide long-term solutions to workplace disputes. Therefore, the Parties agree to mutually promote the use of ADR as the preferred method for resolving disputes.

SECTION 2.02: Employee Grievances

- a. An employee is entitled to one Union representative at all steps of the ADR and grievance procedure in accordance with the applicable provisions of the MLA. One Human Resources Specialist (Employee or Labor Relations), hereafter referred to as Employee Relations Specialist, may also accompany management.
- b. An aggrieved employee may meet with the Union to obtain information about ADR. Should the employee elect to use ADR, the Union will provide the servicing Employee Relations Specialist the following information in a memorandum within 20 calendar days of the date of the management action giving rise to the potential grievance or reasonable awareness of such action or occurrence:

(1) Employee's full name, office symbol, and statement that the employee understands and elects to use ADR. If the employee elects to directly utilize mediation, then that election statement will be included.

(2) Date of the management action giving rise to the potential grievance or reasonable awareness of such action or occurrence, and sufficient details to clearly identify the matter(s) in dispute and to clarify the reason(s) for the potential grievance. Any allegations of harmful error should be included.

(3) An explanation of the efforts made to resolve the matter, if applicable.

(4) The specific remedy sought by the employee. The remedy should be personal to the employee. If the employee believes that another action was more appropriate than the action taken, the employee may state that action and reasons why it is more appropriate.

(5) The name and contact information of the employee's representative.

(6) Copies of any documents or supporting evidence related to the potential grievance.

(7) Date and signature of the employee.

c. If an employee elects ADR, the Parties agree the grievance will be held in abeyance pending completion of the ADR process, or the employee elects to terminate the ADR process. An employee may terminate the ADR process and elect to proceed to Step I at any time during the ADR process.

d. Upon receipt of the information within Section 2.02.b., the Employee Relations Specialist will coordinate a meeting (normally within 5 calendar days) between the employee, appropriate level supervisor, and respective representatives of the employee and management. The Parties will make a sincere attempt to communicate openly, cooperate in identifying and understanding each other's interests, and develop meaningful and sensible solutions to identified problems.

e. At the ADR meeting, the Parties will complete the applicable provisions of the AFMC Form' 913. The Parties agree that the date the Union provides the ADR request to the Employee Relations Specialist as referenced in Section 2.02.b., is the date of the potential grievance. The memorandum referenced in Section 2.02.b., will be attached to the AFMC Form 913.

f. If the requested remedy is granted, the dispute is resolved and goes no further. The Employee Relations Specialist annotates the disposition on the AFMC Form 913 (or additional sheet) and the grievant signs the form concurring that the grievance is resolved. As applicable, the settlement agreement will be reviewed by the Work Force Effectiveness Branch of the applicable Civilian Personnel Flight, who will in turn coordinate the tentative resolution with the Staff Judge Advocate Office to ensure no illegal provisions are included. The applicable Union President, or designee, will be provided the opportunity to review the agreement for the sole purpose of ensuring compliance with bargained agreements. These reviews will be expedited and consider no other matters.

g. Should any portion of the dispute not be resolved, the AFMC Form 913 will be annotated by the employee with the following statement: "I (do) (do not) request mediation." Based on this entry, the grievance will proceed to mediation or Step I of the grievance process.

h. Should mediation be elected, the Employee Relations Specialist will contact the installation ADR Champion and request a mediator within 3 duty days of the request for mediation. Mediators will be rotated from a roster containing both management and union members, alternating in a fair and equitable manner. The mediator will strive to schedule the mediation meeting within 7 duty days of appointment. The ADR Champion will ensure the mediator has a suitable mediation room available that is properly arranged, and that the mediator conducts the session according to standard mediation practice.

i. It is the intent of the Parties that the management official attending the mediation meeting be at the lowest organizational level with the authority to resolve the matter. If

the mediation meeting is the first ADR attempt, the Parties will complete the applicable provisions of the AFMC Form 913.

j. If a tentative agreement is reached in mediation, the mediator will be responsible for documenting the agreement and obtaining the signature of the Parties. The tentative agreement will be coordinated with the Staff Judge Advocate Office and the applicable Civilian Personnel Flight, Work Force Effectiveness Branch, to ensure no illegal provisions are included. The applicable Union President, or designee, will be provided the opportunity to review the agreement for the sole purpose of ensuring compliance with bargained agreements. These reviews will be expedited and consider no other matters. When approved, a copy will be provided to the Parties. The Work Force Effectiveness Branch will ensure implementation of the agreement. Confidentiality will be preserved by all Parties, except for those who have a need to know in order to ensure implementation and/or compliance. When no agreement is reached, the mediator will make appropriate disposition of any documents associated with the mediation.

k. Agreements or resolutions under this ADR procedure apply only to the Parties signing; apply only to the issues currently being considered; and do not set precedent for any other issues/concerns for the Parties.

1. If ADR is unsuccessful, the grievance will be processed in accordance with Section 6.08 of the MLA and the contractual timelines will apply commencing with the day following the date ADR ends.

m. When an employee files an AFMC Form 913 under the applicable provision of the MLA, he/she will inform the supervisor of the nature of the complaint and provide sufficient information regarding the complaint in Part IA to allow the management official to prepare for the meeting. The employee is entitled to meet with a Union representative in preparation for the Step 1 meeting. In this meeting the Union representative will explain the ADR process to the employee. If the employee did not initially elect ADR, the Union representative will explain the ADR process to the employee during the Step 1 preparatory meeting, affording the employee the opportunity to elect ADR at that time.

SECTION 2.03: Employee Group Grievances

a. Employees may submit a grievance as a group in accordance Article 6 of the MLA if the applicable Civilian Personnel Flight services all of the employees and the grievance issues and remedy sought are the same for each. The provisions of Section 2.02 of this article are applicable.

b. All employees who join in the grievance must be identified and must sign the grievance once it is placed in writing. One or more employees may withdraw from a group grievance, in writing, at any time before a decision is issued; however, the

employee(s) may not then initiate the same or a substantially similar grievance under this procedure or any other grievance or complaint procedure.

c. A group grievance is processed as a single grievance in the name of one employee designated by the others to act for them. If the employees do not make a designation, communications will be addressed to the employee whose name appears first on the grievance.

d. A decision on a group grievance applies to all employees in the group and each is given a copy of the decision.

SECTION 2.04: Union or Employer Grievances

a. The Parties agree that ADR techniques can be requested and utilized by the aggrieved Party under the applicable provision of the MLA.

b. If ADR is requested, the LRO or designee, and the Union President or designee, will meet in an attempt to resolve the dispute within 15 calendar days of receipt on a mutually agreeable date. The parties agree the grievance will be held in abeyance pending the outcome of ADR or until ADR is terminated.

SECTION 2.05: Unfair Labor Practice (ULP) Charges

a. When the charging Party contemplates filing a ULP, it will provide the charged Party a written summary of the dispute through normal notification procedures before filing with the Federal Labor Relations Authority (FLRA). The summary will contain specific information about the event(s) that led to the charge, including, but not limited to, what happened, who was involved, where it took place, when it happened, and why it constitutes a ULP. The charged Party will have 15 calendar days to investigate the matter. At the conclusion of the 15 calendar days, the Parties will meet to discuss the investigation results. If the matter is resolved to the satisfaction of the charging Party, then the matter is closed. If the matter is not fully resolved, the Parties will meet within 10 calendar days after the close of the results meeting to discuss filing the actual ULP with the FLRA. If the decision is made to file a charge with the FLRA, the Parties agree to first attempt resolution through mediation and will meet within 5 calendar days with the installation ADR Champion to select an available mediator. The charging Party may forward the charge to the FLRA if any of the above provisions of this paragraph have not been complied with, within the allowed time, unless the Parties mutually agree to an extension.

b. The mediator will strive to convene the mediation within 5 calendar days and conduct the session according to standard mediation practice. The mediator will control the calling and appearance of witnesses. The room will normally be arranged in a manner suitable to the mediator. If a tentative agreement can be reached, the mediator will be responsible for recording the agreement and obtaining the tentative agreement of the

Parties. The tentative agreement will be coordinated with the Office of the Staff Judge Advocate and the applicable Civilian Personnel Flight, Work Force Effectiveness Branch for legal sufficiency. These reviews will be expedited and consider no other matters. Should these reviews determine the agreement has illegal provisions; the Union will be notified and given 15 calendar days to pursue a legal review with an attorney of their choosing at no cost to the Agency. If the review produces disagreement, the Parties agree to meet within 15 calendar days to attempt resolution.

c. When an agreement is approved, a copy will be provided to the Parties, and the charging Party agrees not to file the ULP or will withdraw it if already filed with the FLRA. The Work Force Effectiveness Branch will ensure implementation of the agreement. All Parties, except for those who have a need to know in order to ensure implementation and/or compliance, will preserve confidentiality. When no agreement is reached, the mediator will make appropriate disposition of any documents associated with the mediation.

d. Any part of the alleged ULP not resolved in mediation may continue to be processed in accordance with the Federal Service Labor-Management Relations Statute. When there is partial settlement of the charge, the charging Party will provide written notification to the FLRA of the unsettled portion within 7 calendar days after the close of mediation, and concurrently serve the charged Party a copy.

ARTICLE3

COMMUNICATIONS

SECTION 3.01: General

In keeping with labor/management objectives of MLA, the Employer and the Unions will use best efforts to respond in writing to respective correspondence within 10 calendar days after receipt, but not to exceed 15 calendar days after receipt of request. In order to expedite and facilitate communications, official communications between the Parties will normally be by electronic means, i.e. electronic mail (E-mail), which is preferred, or facsimile. Read receipts are an acceptable means to verifying delivery. Alternative communication methods may include, but are not limited to official U.S. Postal Service, First Class mail, and hand delivery. The latter methods may be used when a certified letter or other hard copy requirement is necessary. Only one method will be used for each communication unless an exception is mutually agreed to by the Parties.

SECTION 3.02: Official Notification

When E-mail is used for official notices, the Agency will address the notice to the Presidents of the respective Locals and an alternate, as designated by the Union Presidents. The Unions will address official notices to the Labor Relations Officer (LRO) and the servicing Human Resources Specialist (Labor Relations), as designated by the LRO.

SECTION 3.03: Official Duty Hours

The Union Presidents and the Agency LRO agree to keep each other apprised of the official office hours for their respective organizations to facilitate contact and communications between the offices.

SECTION 3.04: Informational Picketing

In the event either Unions desire to perform informational picketing, the Unions will notify the Labor Relations Officer at least 20 calendar days in advance. Such notification shall contain the date, time, desired location, proposed subject, and approximate number of personnel participating. The Agency in response will provide information on the Federal property boundaries at the locations identified, if necessary.

SECTION 3.05: Equal Employment Opportunity

The Union will be provided appropriate base-level EEO data upon written request.

ARTICLE 4

REDUCTION IN FORCE (RIF)

SECTION 4.01: General

The Employer agrees to notify the Union(s) of proposed reductions in force and the reason(s) therefore. When ascertained, the Union(s) will be furnished the title, series, grade, and organization location of the position(s) to be affected, and the effective date(s) of the action(s). This information will be furnished to the Union(s) as soon as available and prior to the issuance of reduction-in-force notices to unit employees by the Employer.

SECTION 4.02: Employer Responsibilities

- a. The Employer agrees to make every effort, in accordance with applicable regulations, to find continuing employment for employees identified to be separated by RIF. Existing vacancies will be utilized to the maximum extent possible to place employees in continuing positions that otherwise would be separated from the service.
- b. The Employer will compare the personal qualifications of unit employees who are affected by reduction-in-force with the qualification requirements of existing vacancies. The Employer will consider waiving the qualification requirements established for a vacant position when the affected unit employee meets the requirements established in the OPM Qualifications Standard for a waiver.
- c. The Employer, in its effort to assist employees adversely affected by RIF to obtain continuing employment, agrees to counsel each employee so affected and assist that employee to enroll in as many of the various DoD and OPM placement assistance programs as the employee qualifies for and wishes to enroll in after the counseling.

SECTION 4.03: Notification Period

A minimum of 90 days RIF notice shall be provided to all affected bargaining unit employees and the appropriate union Local. The notice period may be less than 90 days by mutual agreement of the applicable Parties.

SECTION 4.04: Quality Review Committee

When the preliminary RIF results are available, and prior to issuance of RIF notices to the affected bargaining unit employees, the Civilian Personnel Flight will convene a quality review committee whose sole purpose is to review the preliminary results for any errors. The Union(s) will be given the opportunity to appoint a member to this committee to identify suspected errors.

SECTION 4.05: Employee Assistance

The Employer will advise employees who are scheduled to be separated involuntarily through RIF about available government retraining programs and assist employees in enrolling when such assistance is needed.

ARTICLES

PUBLICITY AND FACILITIES

SECTION 5.01: Publicity

- a. A copy of all information and material to be posted will be provided to the Labor Relations Officer for review prior to posting.
- b. Publicity material will be submitted to the Labor Relations Officer for review and authorization prior to forwarding for publication.

SECTION 5.02: Facilities

Base facilities will be provided in accordance with the current licensing agreement. The AFGE Local 1897 President or designee will serve as facility manager for Building 220.

ARTICLE6

GROUND RULES FOR NEGOTIATIONS DURING THE TERM OF THE AGREEMENT

MLA Section 33.03b: The Labor Relations Officer, or other official within the Civilian Personnel Flight, will notify the appropriate Union President or designee of changes in local conditions of employment below the activity level. If the Union wishes to negotiate the Union will submit written proposals to the activity Labor Relations office no later than 15 calendar days of the date of notification, if circumstances permit that much time.

ARTICLE7

HOURS OF WORK

SECTION 7.01: Administrative Workweek

The administrative workweek will consist of 7 consecutive days beginning at 0001 hours on Sunday and ending the following Saturday at 2400 hours.

SECTION 7.02: Basic Workweek

The basic workweek will normally consist of 5 consecutive 8-hour workdays, but may consist of fewer than 5, but not more than 6 workdays, provided the total weekly scheduled hours of work do not exceed 40 hours. Scheduled off-days will be consecutive when determined by the supervisor to be feasible without incurring overtime or requiring additional personnel to accomplish the required work in order to accommodate the consecutive days off.

SECTION 7.03: Rest Periods

Where the nature of the work and the environmental conditions dictate, short rest periods not to exceed 15 minutes during each 4 hours of continuous work may be granted an employee at the discretion of the supervisor when the supervisor determines the breaks will be of benefit to the accomplishment of the mission. Any rest period granted by the supervisor will be based upon his/her assessment of the following criteria:

- a. Protection of employee's health by relief from hazardous work or work which requires continual or considerable exercise.
- b. Reduction of accident rate by removal of the fatigue potential.
- c. Work in confined spaces or in areas where normal personal activities are restricted.
- d. Possible increase in, or maintenance of, high quality or quantity production attributable to the rest period.
- e. No rest period will be authorized in conjunction with a meal period or the end of the workday.

SECTION 7.04: Special Considerations

Unit employees may be allowed sufficient time, as determined by the supervisor, prior to meal time and the end of the shift or overtime period to wash up, return tools and equipment, and clean up the work area.

SECTION 7.05: Changes in Work Schedules

Assignments to shifts or uncommon tours of duty will be posted one week in advance of the start of the first shift of the new tour. Hours of work will not be changed on a daily basis (i.e., for a period of time of less than 5 working days) for the purpose of avoiding the payment of overtime or shift differential pay. Excepted from these requirements are the organizations whose unique mission requirements may require a shorter and more immediate reaction time for emergencies or special missions. Special requirements will be made known to employees as soon as administratively possible.

SECTION 7.06: Shift Work

a. Where 8-hour shifts are staffed on a rotating basis, the rotation schedule will be such that each employee will have at least 16 hours between the time he/she completes one shift and returns for the next. Changes of tours of duty and rest days will be equally distributed and rotated among employees engaged in similar work in a particular department, shop, or office as far as practicable. It is understood that where special skills are required, employees possessing such skills may be selected for these assignments without regard for rotational procedures. Employees will be allowed to change shifts with other employees of the same grade and skill in the same work center in emergency situations, subject to supervisory approval.

b. When the Employer decides to assign bargaining unit employees from within a particular department, shop, or office to a shift for which a shift differential is payable, the following procedure will be used:

(1) Assignments will be made on the basis of volunteers from among those unit employees who possess the requisite skills, training, and job performance determined by the Employer to be required.

(2) In the event there are too many volunteers, assignments will be made on the basis of the longest service computation date.

(3) In the event there are too few volunteers, assignments will be made on the basis of the shortest service computation date from among those remaining employees who possess the requisite skills, training, and job performance as determined by the Employer.

c. Shift schedules will be maintained by the Employer for a period of 6 months, and will be made available for review by the Union Steward or other Union Local official upon request.

SECTION 7.07: Changes affecting Union Representatives

Subject to workload and mission requirements, Union representatives will not be changed from one work area, work shift, or normally scheduled workweek to another if there are other qualified employees within the shop/office. If such a transfer is required, the

supervisor involved will, upon request, discuss the transfer with the appropriate Union official 5 workdays in advance of the transfer, except in emergencies. Union representatives desiring a change in work shift will be considered in accordance with Section 8.06(b) of this Article. Union representatives, who are assigned to positions where shifts, workdays, or work areas are rotated, will rotate according to the rotation schedules that apply to the employees of the group to which the representatives are assigned.

ARTICLES

OVERTIME

SECTION 8.01: General

The administration of any necessary overtime work is a function of the Employer. Overtime shall be equally distributed among bargaining unit employees engaged in similar work in a particular department, shop, shift, or office as far as practicable. It is understood that where special skills are required, employees possessing such skills may be selected for the overtime work involved. As a general rule, overtime shall be given to those employees who are currently assigned to the job. Second consideration will be given to those other employees who are qualified to do the job where the overtime is required. In keeping with these two considerations, overtime work will be accomplished by volunteers in descending service computation date (SCD) sequence, if available, or by non-volunteers in ascending SCD sequence if necessary. In managing overtime, the supervisor will make every effort to rotate such overtime among the employees who can adequately perform the work required.

SECTION 8.02: Rosters

Once it has been determined that overtime will be required, voluntary and involuntary overtime rosters will be maintained by the supervisors for a period of one year and will be made available to the employee or union. Overtime rosters will be established using service computation date. An employee who is offered an opportunity to work overtime and declines to work such overtime will initial the overtime roster and will be charged with having worked the number of hours scheduled as if the overtime had been worked; however, if an overtime assignment is cancelled, no charge will be made against the employee on the roster.

SECTION 8.03: Meal Period

Bargaining unit employees who are required to work overtime in excess of 4 hours will be allowed one half hour meal period, without compensation, to be taken as close to the midpoint of the overtime assignment as possible.

SECTION 8.04: Employee Notification

Employees selected for overtime work will be given as much advance notice as practicable. Normally an employee designated to work overtime on days outside the basic workweek will be notified no later than the start of their scheduled lunch period on their last scheduled shift within the basic workweek. Employees required to work overtime at the end of a regular shift will be notified not later than 2 hours before the end of the shift when the requirement is known.

ARTICLE9

HOLIDAYS

SECTION 9.01: General

The Parties agree that work on observed holidays will be held to a minimum, subject to mission requirements. If the Employer decides there is a need for bargaining unit employees to work on observed holidays, the determination as to which employees will be required to work will be as follows:

a. Holiday work shall be equally distributed among bargaining unit employees engaged in similar work in a particular department, shop, shift, or office as far as practicable. It is understood that where special skills are required, employees possessing such skills may be selected for the holiday work involved. As a 'general rule, holiday work shall be given to those employees who are currently assigned to the job. Second consideration will be given to those other employees who are qualified to do the job where the holiday work is required. In keeping with these two considerations, holiday work will be accomplished by volunteers in descending service computation date (SCD) sequence, if available, or by non-volunteers in ascending SCD sequence if necessary. In managing holiday work, the supervisor will make every effort to rotate such holiday work among the employees who can adequately perform the work required.

SECTION 9.02: Rosters

Once it has been determined that holiday work will be required, voluntary and involuntary holiday work rosters will be maintained by the supervisors for a period of one year and will be made available to the employee or union. An employee who is offered an opportunity to work holiday work and declines to work such holiday work will initial the holiday work roster and will be charged with having worked the number of hours scheduled as if the holiday work had been worked; however, if a holiday work assignment is cancelled, no charge will be made against the employee on the roster.

SECTION 9.03: Employee Notification

Employees selected for holiday work will be given as much advance notice as practicable.

ARTICLE 10

MISSION CRITICAL

SECTION 10.01: Mission Critical Status Selection/Designation

- a. Assignments to mission critical status for employees within the bargaining unit will be made on the basis of volunteers who possess the requisite skills, training, and required job performance as determined by the Employer. In the event there are too many volunteers, assignments will be made on the basis of the longest service computation date (SCD). In the event there are too few volunteers, assignments will be made on the basis of the shortest SCD from among those remaining employees who possess the requisite skills, training, and required job performance as determined by the Employer. The selection procedures of employees being designated as mission critical will be applied during the annual review process, or as mission requirements dictate.
- b. Mission Critical personnel will be issued proper designation (prior, during, or after) and identification as soon as practicable after selection.

SECTION 10.02: Ride-out Crews

- a. Assignments to "ride-out crews" will be rotated among designated mission critical employees who possess the requisite skills, training, and required job performance as determined by the Employer. Exceptions to these procedures may be made when needed to meet mission requirements.
- b. Employees designated to serve on "ride-out crews" should be granted annual leave prior to the extreme weather conditions, natural disaster, or other contingency causing the employees to serve on the "ride-out crew" in order to make personal appropriate arrangements and preparations, if mission requirements allow for such release.
- c. The Employer will comply with applicable laws, rules, and regulations regarding pay and benefits in administration of the Mission Critical program.
- d. The Employer will provide the Unions a listing of mission critical designated bargaining unit employees on a semi-annual basis.

ARTICLE 11

JOB EXCHANGES

Where two employees of the same grade and series desire to trade jobs with each other, they will notify their respective supervisors in writing of their request. Their supervisors will give due consideration to a reassignment pursuant to this request. Supervisors will brief the employees as to the result of their request and annotate the discussion on the employee's AF Form 971.

ARTICLE 12

INMATE LABOR

SECTION 12.01: General

The Union will cooperate with the Employer in encouraging bargaining unit employees to adhere to the rules and regulations pertaining to inmate labor. The Employer agrees to provide information to employees at the new employee orientation briefing regarding inmate labor.

SECTION 12.02: Official Bulletin Boards

The Agency will post the "do's and don'ts" of interacting with inmate labor on official bulletin boards of applicable work areas.

SECTION 12.03: Training

Bargaining unit employees who are required to supervise or direct inmates will be trained IA W with applicable laws, rules, and regulations.

ARTICLE 13

EMPLOYER/UNION ACTIVITIES DAY

The Parties mutually agree that there are benefits to unit morale through participation in fellowship activities and encourage participation in officially sponsored events, e.g., Squadron Sports Day. Bargaining unit employees may request annual leave or compensatory time to participate in union sponsored activities, subject to mission requirements.

ARTICLE 14

QUESTIONNAIRES/SURVEYS

SECTION 14.01: Union Notification

Management may conduct complex-wide surveys of bargaining unit employees as an information gathering process provided the survey is anonymous and voluntary. The Unions will be given the opportunity to consult on such surveys prior to distribution. Regarding surveys which are mandatory and not anonymous, the Unions will be properly notified in accordance with the MLA.

SECTION 14.02: Survey Results

Upon written request the Union will be provided a copy of the results.

ARTICLE 15

TRANSFER OF FUNCTION/ REORGANIZATION/REALIGNMENT/MANPOWER REDUCTION

SECTION 15.01: General

The Employer and the Unions jointly recognize the desirability of maintaining employment stability. It is also recognized that occasions may arise where adjustments of the work force may be necessary through such means as reorganization, realignment and/or manpower reductions.

SECTION 15.02: Union Notification

The Employer agrees to provide the Union(s) advanced notice of possible transfers of function, reorganizations, realignments, and manpower reductions as soon as practicable. When ascertained, the Union(s) will be furnished the title, series, grade, and organization location of the position(s) to be affected, and the effective date(s) of the action(s).

SECTION 15.03: Continued Employment

The Employer agrees to make every effort, in accordance with applicable regulations, to find continuing employment for employees identified to be separated. Existing vacancies will be used to the maximum extent practicable, consistent with applicable regulations; to place employees in continuing positions that otherwise would be separated from the service.

SECTION 15.04: Reduction in Force

Should any of these actions result in a reduction in force, the Employer will process required actions in accordance with the provisions of Article 4 of this supplement.

ARTICLE 16

AIR FORCE RESEARCH LABORATORY DEMONSTRATION PROJECTS

Section 16.01: Research Programs and Demonstration Projects

The parties mutually agree that participation of bargaining unit employees in research programs and demonstration projects, including those that involve changes in personnel rules and compensation systems can be beneficial to both Parties. Therefore, the parties mutually agree to participation of bargaining unit employees in research programs and demonstration projects, including those that involve changes in personnel rules and compensation systems. The Employer will consult with the Union prior to implementing any new programs or substantive changes to existing programs.

SECTION 16.02: Employee Grievances (CCS Overall Contribution Score)

An employee who desires to grieve his/her Contribution-based Compensation System (CCS) Overall Contribution Score, or his/her annual appraisal factor rating, will have his/her score or appraisal factor ratings reviewed by the appropriate Air Force Laboratory Personnel Management Demonstration Project chain of command in accordance with applicable laws or regulations. If an employee wishes to grieve a CCS score, he/she will submit the grievance at one level of supervision above the rating official as the Step 1 grievance.

SECTION 16.03: Merit Promotion/Vacancies

For Air Force Laboratory personnel management demonstration project personnel: Movement within and between broad banded levels will be in accordance with applicable laws or regulations. Employees assigned to the Laboratory Personnel Management Demonstration Project are eligible, if qualified, for consideration for non-Laboratory Personnel Management Demonstration Project positions.

ARTICLE 17

DURATION

SECTION 17.01: Effective Date

This agreement shall be subject to approval and reviewed by HQ AFMC and AFGE Council 214. This agreement shall take effect and shall be binding on the Employer and the Unions after approval by the above parties.

SECTION 17.02: Renewal

This agreement will remain in effect for 3 years from the date it is signed by the parties. Not more than 120, nor less than 60 days, immediately prior to the expiration of this agreement, either Party may give written notice to the other of its desire to renegotiate this agreement. The parties will meet within a reasonable amount of time to negotiate the ground rules for the negotiation of the agreement. If neither party gives written notice of their intent to renegotiate this agreement during the 60-day period, the agreement shall automatically be renewed for an additional period of 3 years, subject to Executive Orders, laws, regulations, and the provisions of this Article.

SECTION 17.03: Changes in LSA

This agreement is subject to reopening only as follows:

- a. The agreement may be opened for supplement(s) by mutual consent of all Parties. Requests for such supplements by either party must be in writing and must include a summary of the supplement(s) proposed. The parties shall meet within 30 calendar days after receipt of such notice to discuss the proposals(s). If the Parties agree that opening is warranted on any such proposal(s), they shall proceed to negotiate on supplements to the agreement.
- b. Any supplements that may be agreed to will be duly executed by the Parties and become effective upon approval by the appropriate authority.
- c. If the Master Labor Agreement is renegotiated, and this supplement is in conflict with the Master Labor Agreement, renegotiations for this supplement will be scheduled within 30 days of the effective date of the new MLA.