

2018

MEMORANDUM OF AGREEMENT

BETWEEN

F. E. WARREN AIR FORCE BASE

AND

AMERICAN FEDERATION OF GOVERNMENT  
EMPLOYEES

LOCAL 2354

December 2018

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## ARTICLE 1

### MEMORANDUM OF AGREEMENT

In accordance with the provisions of Public Law 95-454, Title VII, Civil Service Reform Act of 1978 (the Act), the following Memorandum of Agreement (Agreement) is entered into between, Francis E. Warren Air Force Base, Wyoming (herein referred to as F.E. Warren or Management), and American Federation of Government Employees Local 2354, Appropriated Funds Unit (Union), individually known as a Party, collectively known as the Parties.

In the administration of all matters covered by this Agreement, the Parties shall be governed by applicable Federal statutes. Where any new Air Force (Agency) Instruction conflicts with this Agreement and/or any supplement to this Agreement, the Agreement shall control.

## ARTICLE 2

### COMPOSITION OF THE BARGAINING UNIT

This Agreement applies to the Bargaining Unit described as:

1. INCLUDED: All nonprofessional appropriated fund employees, including those serving on

term appointments, serviced by F.E. Warren.

2. EXCLUDED: All non-appropriated fund employees; professional employees; employees serving on temporary appointments; management officials; supervisors; and employees described in 5 U.S.C. Sections 7112(b)(2), (3), (4), (6) and (7).

## ARTICLE 3

### MANAGEMENT RIGHTS AND OBLIGATIONS

#### SECTION A

Management retains the right in accordance with applicable laws--

(A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

(C) with respect to filling positions, to make selections for appointments from--

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

(D) to take whatever actions may be necessary to carry out the agency mission during emergencies.

## SECTION B

Nothing in this agreement shall preclude Management and the Union from negotiating:

(1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Note: this article reflects 5 USC 7106(a)&(b)

## ARTICLE 4

### EMPLOYEE RIGHTS AND OBLIGATIONS

#### SECTION A

1. The parties to this Agreement recognize that;

a. 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 and reprisal and

b. Each employee shall be protected in the exercise of such right.

c. Nothing in this Agreement shall preclude any employee from choosing his/her own representative in an appeal action not subject to review under the negotiated grievance procedure.

2. An employee or group of employees in the unit may be represented only by the Union in filing a grievance under the negotiated grievance procedure, except if an employee presents a grievance on his/her own behalf. It should be noted, the Union has the right to attend all phases of the grievance process, which involves the management official and the grievant. Only the Union may invoke arbitration in employee initiated grievances.

## SECTION B

1. An employee must request and obtain permission from a management official in their supervisory chain to meet with their Union representative during regular working hours of the employees involved. The employee must identify that the meeting is requested for legitimate representational issues, but does not have to disclose the specific reason for the meeting to management.

2. Supervisory permission will normally be granted, mission requirements controlling. Ordinary workload will not normally preclude the release of employees under this section.

3. If a Union representative desires to meet with an employee at the employee's work center, the Union representative will place a courtesy call to a Management official within that work center to make notification of the visit.

## SECTION C

1. When supervisors or Management officials have informal discussions regarding performance or personal problems with employees, every effort will be made to assure the privacy of such meetings. These meetings will usually be on a one-to-one basis.

2. Counseling regarding an ongoing conduct or

performance problem will be regarded as confidential and held in a private location.

3. No recordings of discussions between an employee and a Management official may be made without their written mutual consent. Information obtained during these discussions by use of a recording without mutual consent will not be used as evidence by either Party.

## SECTION D

1. 5 U.S.C. 7102 protects each Bargaining Unit employee's right to form, join, or assist the Union and their right to refrain from the above without fear of penalty or reprisal by Management, Supervision, or the Union.

2. During new employee in-processing, the Union will be provided an opportunity to meet with and address new employees. The Union may inform employees of the Union's representational capacity and the duty of fair representation. The Union may distribute material during this meeting.

3. The Union may not solicit membership while the employee is in a duty status.

## ARTICLE 5

### UNION RIGHTS AND OBLIGATIONS

#### SECTION A

Midterm negotiations, if conducted, will be conducted in accordance with applicable laws and this Agreement. The Union shall be informed of any substantive change in conditions of employment proposed by the Agency, in writing, and shall be permitted fourteen (14) calendar days to present its views, recommendations, written proposals regarding the changes, and to request impact and implementation bargaining.

#### SECTION B

Authorized representatives of American Federation of Government Employees (AFGE) who have business to conduct at F.E. Warren, relative to AFGE Local 2354, shall obtain prior clearance for such business or visit twenty-four (24) hours in advance through the Civilian Personnel Officer, Labor Relations Officer, or designee. In unusual circumstances, clearance will be made as far in advance as possible; however, twenty-four (24) hour notice will not be required.

#### SECTION C

Union officials (except for the Union President) must request and obtain permission from a

management official in their supervisory chain before being released on official time for representational activity during regular working hours. Supervisory permission will normally be granted, mission requirements controlling. Ordinary workload will not normally preclude the release of Union officials under this section.

#### SECTION D

Upon request either party may receive a list of either the duly appointed Union officials or bargaining unit employees. The list will contain the name and organization to which the employee is assigned. If the Union appoints/elects new stewards or officers, Management will be notified in writing, within ten (10) days of such appointment/election. Only those Union officials that have been officially designated, in writing, will be recognized by Management.

#### SECTION E

1. Management agrees to grant Union officials a reasonable amount of official time for the purpose of performing representation activities as provided by the Statute. Union officials will work to ensure their time and attendance card is coded to reflect the use of official time appropriately.

2. The Parties to this Agreement recognize the value and potential benefits of a cooperative labor-management relationship. To this end, the Union

President is authorized one hundred percent (100%) official time to perform representational activities, in accordance with federal law. With this practice in place both Parties anticipate a more positive labor-management relationship, a reduction in the filing of grievances and unfair labor practices, and earlier resolution to other labor-management related issues. If necessary, Management reserves the right to have the Union President return to the workplace, provided there is a mission-related justification. Upon completion of the mission-related requirement, the Union President will immediately be returned to performing representational activities on one hundred percent (100%) official time.

The Union may transfer the full-time official presidential time to another bargaining unit Union Official, subject to Management being able to release the designee from assigned duties. If Management is unable to release the designee they will provide a mission-related justification and the Union will select another designee.

3. If a local union official is elected/appointed to a district or national position with American Federation of Government Employees, may request to be placed in a leave-without-pay (LWOP) status for up to a two year period on a case by case basis, pending management approval and mission requirements. At the end of the initial period a one time extension up to one year may be considered if requested, pending management approval and mission requirements. At the end of this term the

decision to return or not is permanent. Notification of intent to return must be given not later than 30 days prior to the expiration of LWOP.

## SECTION F

The Union shall be given the opportunity to attend the Occupational Health Working Group, Environmental Safety and Occupational Health Council, and NFPA 1500 Committee. The Union may request appointment to other committees as appropriate. If during any meeting a discussion begins that is solely a management deliberative process, the Union may be asked to leave.

## ARTICLE 6

### OFFICIAL FACILITIES

#### SECTION A

The Union agrees to assume full and sole responsibility for the content of its publications and distributed and posted material. The publications, postings or distributions will not violate any law or security of the Agency.

#### SECTION B

1. Sufficient bulletin board space will be provided to the Union on the following designated,

but not limited to, official civilian bulletin boards:

Airman and Family Readiness Center  
Force Support Squadron Headquarters  
Medical Group Headquarters  
Contracting Squadron  
Maintenance Group Headquarters  
Civil Engineering Squadron Headquarters  
Fire Department Headquarters  
Structures Shop (CES)  
Missile Facility Maintenance Element (90 CES)  
Pavements and Grounds (CES)  
Rivet MILE  
Logistics Readiness Squadron Vehicle  
Maintenance Flight  
Communications Squadron Headquarters  
Material Control (CES)  
Child Development Center  
Education Center  
Missile Maintenance Squadron Corrosion Control  
Flight  
Power Production (CES)  
Utilities Shop (CES)  
Electric Shop (CES)

2. If any of the above listed organizations collocate with another listed organization, Federal Labor Relations Authority (FLRA) notices will be posted in only one conspicuous area in the collocated facility. The space provided to the Union is to be used to inform employees about matters of concern to them and for posting of official Union information. The space allotted will

be one quarter of the official bulletin board. The Union will maintain Union space on official bulletin boards (as listed above in this section).

Management will not remove any material from the Union space on official bulletin boards.

Management will only post FLRA notices in the locations listed above as well as in any work center where employees were adversely affected by Management's actions.

## SECTION C

Subject to Federal law, Management agrees to furnish space for AFGE Local 2354. When the space is no longer available because of reconstruction or mission requirements, the Union will be notified and Management will provide space, which is comparable in size and quality within a reasonable period of time, normally not to exceed thirty (30) days pending the full collaborative relocation process. The Union's office will be equipped with a Government telephone to conduct representational activities. Management agrees to provide and pay for one additional local access phone line in the Union office. The Union will pay for any long distance phone charges.

## ARTICLE 7

### UNION TRAINING

#### SECTION A

1. Union officers and stewards shall be provided official time to attend training, mission requirements controlling, provided the training is of mutual benefit to the parties.

2. It is agreed in advance that the following items are of mutual benefit to the parties: contract negotiation and administration, grievance processing and information related to Federal personnel/labor relations laws, Air Force instructions, policy and procedures.

3. It is agreed in advance that the following items are not of mutual benefit to the parties: internal Union affairs and any matters not pertaining to the Union's statutory obligation to represent bargaining unit employees.

#### SECTION B

1. A bank of official time shall be established for training and contain three hundred and fifty (350) hours per year. The procedure for obtaining official time shall be as follows:

a. The Union will submit at least two (2) weeks in advance of the training, to the Civilian

Personnel Flight an official time request that includes:

- (1) a training agenda,
- (2) a list of the Union officers attending the training,
- (3) the organization of the Union officers involved,
- (4) the training dates and locations, and
- (5) the amount of official time requested for each Union officer.

b. If a formal agenda is unavailable, a reasonable facsimile from the training provider will be provided.

2. Management will determine, in advance of the training, whether such training or any part thereof, is of mutual benefit to the parties. If the training is determined to be of mutual benefit, official time will be approved. Any training, or part thereof, that is determined not to be of mutual benefit will be disapproved for use of official time.

3. If the agenda or facsimile is not provided at least two (2) weeks in advance of the training, Management may approve or disapprove official time after the training. The Union officer bears the risk of a finding of not mutually beneficial.

4. Management will not disapprove training or official time because a Union officer or steward has attended like or similar training in the past. However, Management may disapprove the same Union officer attending the same or similar training in consecutive years.

5. If official time is properly disapproved by Management, annual leave or leave-without-pay will be granted at the Union officer's request, mission requirements and Federal leave/time-off rules controlling.

6. Management reserves the right to limit the number of Union officers excused for training at the same time.

## ARTICLE 8

### MEETINGS

#### SECTION A

1. Representatives of the Union and Management shall meet at least twice monthly to discuss personnel policies, practices, and/or matters affecting working conditions of employees in the bargaining unit. This requirement is waived, if either party is unable to attend or there are no issues that need to be discussed. These meetings will be

held on a mutually acceptable date and mutually acceptable location. Normally, not more than four (4) representatives from either Party will be present.

2. The purpose of this meeting is to discuss general policy determinations and not to discuss individual grievances. Topics of discussion will not form the basis for a grievance by either Party. Union attendees will be given official time for this purpose.

## SECTION B

Officially requested and approved meetings between Management and the Union will be conducted during normal operating hours of F.E. Warren, as determined by the Wing Commander. These hours are subject to change based on mission requirements.

## ARTICLE 9

### HOURS OF WORK

#### SECTION A

Management will establish and schedule hours of work and tours of duty in accordance with applicable laws, instructions and this Agreement.

1. The administrative workweek shall begin at

0001 Sunday and end at 2400 the following Saturday.

2. Generally, Management shall provide a fourteen (14) calendar day advance notice to employees of a change in their shift assignment (day to night/night to day, or 1<sup>st</sup> shift, 2<sup>nd</sup> shift, 3<sup>rd</sup> shift). Management may make changes within this notice period when mission requirements preclude compliance or when costs would be substantially increased, e.g., when a change in shifts by a contractor requires immediate corresponding change in the tour of inspectors, or when normal operations are interrupted by events beyond the control of Management such as fire, flood, breakdown of equipment, etc...

3. The employees and the Union understand and agree that Management has the right to change an employee's schedule when Management determines such a change is necessary.

4. Tool cleanup, storage and personal cleanup time of ten (10) minutes may be granted at the end of the work shift. Such time is considered work time.

## SECTION B

1. Dependent upon the nature and location of work performed, a reasonable amount of time not to exceed fifteen (15) minutes, including any travel time, during each continuous four (4) hour work

period may be allowed unless the supervisor determines workload temporarily precludes a rest period. A Government vehicle will not be used to transport employees from their worksite to a break area, unless the worksite is in a hazardous location and the vehicle is required to transport the employee to a safe break area.

2. A rest period is paid time and may not be taken as an extension of the meal period or at the beginning or end of a duty period. If a rest period is not allowed by the supervisor, he/she will notify the affected employee(s) of the reason for the denial.

3. This fifteen (15) minute rest period is not applicable to employees working in an office-like environment, because they are able to leave the work area as needed.

## SECTION C

Employees will be provided a lunch period.

1. When employees are required to work all or part of their lunch period, they shall be compensated for all hours worked that day.

2. Lunch periods for individuals will vary depending upon work being performed and the service of the organization. Some duty sections rotate the lunch hours of employees involved to cover the mission of the organization.

a. Unpaid lunch breaks will not be less than thirty (30) minutes.

b. Personnel working straight shifts will be provided a twenty (20) minute paid lunch period.

## SECTION D

1. Management may assign the following work schedules:

a. Regular tour five (5) eight hour (8-hr) days Monday - Friday, such as 0730-1630, 0900-1800, 1200-2030);

b. Uncommon tour any forty hour (40-hr) basic workweek to include Saturday and/or Sunday);

c. Alternate Work Schedules – Management may assign the following:

(1). Compressed Schedules –

a) Four consecutive ten-hour (10-hr) days within an administrative workweek; or

b) Eight (8) nine hour (9-hr) days, one (1) eight hour (8-hr) and one (1) day off within a pay period. The day off must be a Friday or Monday.

(2). Flexible Schedule -- Basic Work Requirement: 80 hours per pay period or use of

approved credit hours or leave.

a) Core Hours: Present during core time (0900-1500).

b) Lunch: Must take at least one-half hour lunch period between the hours of 1130 and 1300.

c) Time Accounting: Employee must account for the total number of hours scheduled for each workday using leave/credit hours as necessary.

d) Credit Hours: These are hours--in addition to their basic work requirement of 8 hours per day, 5 days per week that employees elect to work. Credit hours are distinguished from compensatory time/overtime in that they are not officially ordered in advance by management.

(1) Credit hours may be earned only on regularly scheduled duty days, and credit hours may be earned on weekends or holidays with prior supervisory approval.

(2) Use of earned credit hours is subject to prior approval by the leave approving official whether the time is used within or outside the core hours. Credit hours must be earned before being used.

(3) An employee can only carry forward 24 credit hours to the next pay period. Any

credit hours in excess of 24 will be forfeited by the employee if not used within the pay period earned. Employees should notify their supervisor if their credit hours have reached the 24 hours limit prior to scheduling additional credit hours.

(4) Credit hours may only be earned between the hours of 0600 and 1800.

(5) Generally employees may not earn credit hours on the same day that administrative leave hours are used.

(6) Temporary Duty: Employees will follow the schedule used at the temporary duty site. Employees will not earn credit hours during TDY assignments.

f). Telework (i.e., alternate worksite) is available in accordance with Air Force Instruction 36-816. If management directs a telework schedule a DD2946 may be negotiated on a case by case basis per employee, at the discretion of each employee. The union will be notified prior to the completion of telework agreements for bargaining unit employees, and will be afforded the opportunity to be represented at these negotiations.

2. Employees may submit a written request to the management official in the supervisory chain to work a schedule other than the normal tour. The request must contain a statement indicating whether the employee desires a one-half hour or one-hour

lunch break. The management official in the supervisory chain will consider mission requirements and the desires of the employee and after coordination with the Civilian Personnel Flight (90 FSS/FSCA), the management official in the supervisory chain will issue a written decision of approval/disapproval. If the decision does not grant the employee's request, reasons will be provided in the written decision. A copy of the written decision will be forwarded to the Union.

3. Work schedule changes take effect at the beginning of the pay period following the one in which approval is received, unless otherwise specified.

4. Once an employee's requested schedule is approved, the employee may not make another schedule change request for at least ninety (90) days. Exceptions may be made for health or personal hardship cases.

5. At any time Management determines that a compressed tour or alternative tour will be discontinued base-wide, Management will meet with the Union within five (5) workdays prior to the change, to seek termination of such schedule. If the Parties reach an impasse regarding termination, the procedures in 5 U.S.C. Section 6131(c)(3) will be followed.

6. Employees scheduled to attend training or perform temporary duty assignments (TDY) will

work the schedule of the training facility or TDY post, regardless of the duration of the TDY, for that biweekly pay period.

## SECTION E

Employees dispatching to the missile complex may be affected by weather conditions or work time lines, which may result in their normal hours of work being altered.

1. Employees directed to a missile alert facility (MAF) during normal duty hours would remain at the MAF until such time as they are released. If the release begins outside the employee's normal duty hours, the employee will be placed in an overtime status.
2. Employees who have been directed to RON at a MAF, and who are enroute to a MAF may request they be directed to a nearby community if the weather conditions are too adverse/dangerous to proceed to the nearest MAF, and it is more reasonable that they be permitted to do so.
3. If weather conditions or work time lines established by local base policy require employees to remain overnight (RON) either at a MAF or another location, the employee may submit a Claim for Reimbursement for Expenditures on Official Business (OF 1164 or most current document) to request reimbursement of the personal expenses he/she incurred as a result of the RON.

## ARTICLE 10

### OVERTIME

Overtime and premium pay will be paid in accordance with applicable laws and regulations/instructions.

1. Overtime assignments will be rotated among qualified employees as determined by Management, based upon seniority where specific qualifications, skills and abilities are not required. To the extent practicable, mandatory overtime will not be imposed if there are enough qualified volunteers, as determined by Management, to staff the job. If mandatory overtime is imposed, employees will be provided with as much advance notice as practicable.

2. Hours worked that would otherwise qualify for overtime will be the choice of Fair Labor Standards Act (FLSA) Non-Exempt employees to request as compensatory time or overtime.

3. Overtime shall not be assigned as a reward or penalty. Employees will be excused from overtime if a competent medical authority determines the overtime would adversely affect the employee's health or safety.

4. "Call-back" is overtime work when an employee is called back to work outside his/her regularly scheduled tour of duty. The employee

shall be paid a minimum of two (2) hours overtime regardless of whether the employee is required to work the entire two (2) hours. Employees will normally be excused upon completion of work. This section does not apply to extensions either at the beginning or end of a regular work shift nor does it preclude the assignment of additional emergency work. The employee is expected to report for call-back within a reasonable amount of time based on the employee's personal circumstances and nature of the call-back situation.

5. Stand-By Duty. An employee is on duty, and time spent on standby duty is hours of work (compensable) if, for work-related reasons, the employee is restricted by official order to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employee's activities so substantial that the employee cannot use the time effectively for his or her own purposes. A finding that an employee's activities are substantially limited may not be based on the fact that an employee is subject to restrictions necessary to ensure that the employee will be able to perform his or her duties and responsibilities, such as restrictions on alcohol consumption or use of certain nonprescription medications.

6. On-Call Status. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work (compensable) if:

a. The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or

b. The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

## ARTICLE 11

### REDUCTION-IN-FORCE

1. Management will notify the Union when a decision on realignment or reduction of the workforce which adversely affects employees in the bargaining unit.

2. At the time of such notice, the parties will enter into negotiations and bargain to the extent required by law.

3. Personnel actions resulting from a reduction-in-force are not grievable under the negotiated grievance procedure.

## ARTICLE 12

### CONTRACTING-OUT

#### SECTION A

Management will notify the Union within fifteen (15) workdays after receiving notice to conduct a cost comparison study which impacts members of the bargaining unit. The notification will include the work center/function to be studied and an estimate of the numbers and types of employees affected.

#### SECTION B

The Union will be afforded the opportunity to provide input to Management concerning cost saving ideas and productivity enhancements for consideration in the development of the Performance Work Statement (PWS) and the Management study.

#### SECTION C

Management will ensure the Union is notified at least three (3) days prior to bid opening. Management will provide the Union the opportunity to attend the bid opening. Management will notify the Union of the outcome of the cost comparison when the final decision is made.

#### SECTION D

Management will attempt to minimize displacement actions in order to retain career employees through realignment, restricting in-hire, and retraining in accordance with applicable directives.

## ARTICLE 13

### DETAILS/TEMPORARY PROMOTION

#### SECTION A

Selection of an employee will be fair and equitable in relation to all employees available for Detail. Assignments which enhance qualification or offer promotion possibilities should be rotated among employees with the necessary knowledges, skills, and abilities.

#### SECTION B

Details of 5 days or more will be documented in the employee's Supervisor's Employee Record File. Request for details over 30 days but less than 120 days to a different higher graded position or with promotion potential will be prepared on a Standard Form (SF) 52 and contain the reasons for the detail. The employee will be given a copy of the approved Standard Form (SF) 50, Notification of Personnel Action, and the detail position description/core document. All SF50s will be placed in the

employee's Electronic Official Personnel File (eOPF). Any request to extend the detail beyond 120 days, must be done using competitive recruitment procedures. Details of more than 5 days but less than 120 days to a different position at the same grade or lower grade will be documented in the employee's Supervisor's Employee Record File. Employees may document the experience gained on a detail in their resume, which may be used in making qualification determinations.

## SECTION C

If the employee meets the qualification requirements for detail to a higher graded position, the employee will be temporarily promoted to the higher graded position noncompetitively for up to 120 days. Any request to extend the temporary promotion beyond 120 days or if the temporary promotion is expected to exceed 120 days competitive recruitment procedures must be used. The request for temporary promotion must be submitted no less than 30 days prior to the effective date of the temporary promotion.

## ARTICLE 14

### POSITION DESCRIPTIONS/CORE DOCUMENTS

#### SECTION A

The purpose of a position description/core document is to describe for pay and classification purposes, the principal duties and skills required of a position. A position description/core document reflects those duties and skills that are controlling of the position's series and grade.

#### SECTION B

If an employee desires to appeal the classification of his/her position, Management will provide information concerning the procedures to be followed and the employee may review classification standards and other related materials.

#### SECTION C

The employee will be furnished a copy of his/her current position description/core document. The employee may grieve the accuracy of the content, excluding grade, series, title and pay plan, of his/her position description/core document through the negotiated grievance procedure. Management will discuss any changes to the position description/core documents with the employee.

## SECTION D

Assignment of work to employees shall generally be consistent with their grade levels. Unrelated work may be assigned occasionally (e.g., general cleanup of the immediate work center) or other additional duties may be assigned. Management should not assign additional duties to the extent that an employee is unable to perform the major duties of their position.

## ARTICLE 15

### TRAINING

#### SECTION A

The Union recognizes that each employee is responsible for applying reasonable effort, time, and initiative to keep abreast of the changing technology of their occupation. The Union agrees to cooperate with Management's training program and to encourage employees to take advantage of any self-developmental opportunities needed for advancement.

#### SECTION B

Management will identify those employees who need training and the training required. Employees

identified will be considered for training and attendance at appropriate courses without regard to race, color, religion, sex, national origin, age, handicap, or any other factors unrelated to the need for training. Appropriate orientation or training will be identified and provided by Management subject to such factors as funding, course availability, etc. When changes in procedures, material, equipment, and other requirements occur, training may be provided as required to accomplish the mission of the functional area.

## SECTION C

Consideration for job-related training may include, but not limited to, such things as position requirements; required pre-requisites; the availability of training; the employee's demonstrated ability to assimilate training and apply it to the job; and the employee's interest in the training. Volunteers may be requested and considered prior to Management's final training decision. Decisions will be made in an equitable fashion, if conflict occurs the Union may be consulted. The Parties understand that training is a part of an employee's assignment of work; therefore, Management will make the final determination regarding training.

## SECTION D

Announcements of training programs and course catalogs maintained by the Civilian Personnel Flight

and the Education Flight will be made available for review by employees upon request.

## SECTION E

Upon request, the employee will be given a written explanation anytime a request for training is denied.

# ARTICLE 16

## FIREFIGHTER PROVISIONS

### SECTION A

A tour of duty is for forty-eight (48) hours, commencing at 0700 hours. Generally, Management shall provide a fourteen (14) calendar day advance notice to employees of a change in their shift assignment. Management may make changes to this notice period when mission requirements preclude compliance or when costs would be substantially increased, e.g., when a change in shifts by a contract requires immediate corresponding change in the tour of inspectors, or when normal operations are interrupted by events beyond the control of Management such as fire, flood, breakdown of equipment, etc... The employees and the Union understand and agree that Management has the right to change an employee's schedule when Management determines such a change is necessary.

## SECTION B

The scheduled tour of duty shall consist of one hundred forty-four (144) hours per fourteen (14) day period. This duty shall consist of three (3) forty-eight (48) hour shifts. Each work day will normally consist of at least eight (8) hours of actual work in accordance with regulations/instructions.

## SECTION C

1. The tour of duty shall include time for actual work and standby time. For purposes of this section, the following definitions apply:

a. Actual work is that time period when Fire Protection personnel are considered to be performing productive work, which includes, but is not limited to, those periods of time in which they may be required to stand roll call, dispatch duties, inspecting and maintaining fire apparatus and fire suppression devices located throughout the activity, inspecting buildings and areas, giving and receiving job related training, being present at meetings and formal gatherings, being present at “hot work” and other types of operations where the danger of fire or other related emergencies is present, preparing and maintaining reports and other times, suppressing fires and conducting operations, connected therewith, housekeeping, one hour mandatory physical fitness per shift, preparing for and standing inspections, monitoring the work of others, and

performing other job related duties assigned by Management.

b. Standby time as it is used in this Article is defined as the hours between 1600 to 0630, holidays, Sundays, and additional time as determined at the discretion of Management. During standby time, employees are generally free to eat, sleep, read, listen to the radio, watch television, or engage in other similar pursuits, while at their duty stations.

2. If Management determines it necessary to work during standby time, the work will be accomplished as expeditiously as possible. To maximize emergency response capabilities and promote employee occupational safety and health, Management will ensure that nighttime training exercises, including re-servicing of equipment, is conducted as early as practicable during hours of darkness.

3. In any event, Management reserves the right to assign work. Actual work will not normally be assigned during standby time. In the event that actual work (excluding emergency responses) is required to be assigned during standby time, standby time will be compensated during the day as duties allow. If standby time cannot be made-up during the same tour of duty, it will be made-up as soon as doing so will not interfere with mission requirements.

## SECTION D

1. Management and the Union agree that training and development of employees in the Unit are important in accomplishing both the mission of Management and the Federal career goals of the employee. Management will develop, promote, and maintain adequate training programs which are consistent with the needs of AFGSC. Whenever possible, employees will be provided information on relevant local, state, national and DoD fire/EMS service schools. A reasonable effort will be made by Management to send employees to such schools.

2. Both parties agree to encourage employees to take advantage of training and educational opportunities. Management agrees to permit unit employees to attend training courses during their duty time without loss of pay or leave pursuant to applicable regulations providing the request has been submitted on an SF 182 for review and approval in advance; and the employee can be spared from his/her regular duty assignment.

3. The Union agrees to support and endorse training conducted for the purpose of evaluating and improving Management's capability to react to emergency situations.

4. Once Management has identified a training opportunity which will be made available to qualified employees and more than one employee is determined to be equally in need of the training, the

assignment will be offered to volunteers from that group by seniority in descending of the Service Computation Date (SCD). If there are no volunteers from that group, the assignment will be given to the least senior employee.

## SECTION E

Participation in college courses, seminars, workshops, etc., are encouraged for employee development as a means of increasing professional knowledge and efficiency. Such courses must be taken during standby hours and must be related to the firefighting career field. The number of personnel allowed to attend these courses will be limited so fire protection capability is not reduced below minimum staffing levels. If courses are held on F.E. Warren AFB employees will not be required to take leave as they are still capable of responding to emergencies. If courses are held off F.E. Warren AFB, Management reserves the right to deny leaving the workplace to attend classes. If an employee is permitted to attend classes off F.E. Warren AFB, leave will be charged accordingly.

## SECTION F

Management will provide an annual medical and physical evaluation in accordance with National Fire Protection Association (NFPA) Standard 1582.

## SECTION G

Equally qualified firefighters in the same grade, or as approved by supervisor if same grade is not available, will be permitted to substitute for each other on regularly scheduled tours of duty within each respective shift or platoon. This practice will be called trading time to allow an employee to absent themselves from work to attend to purely personal matters, and will not require additional compensation on the part of Management. Trading time by employees will be accomplished only within the same pay period and will be:

1. Voluntary by the employees involved;
2. Approved in advance by each shift supervisor (Battalion Chief & Assistant Chief).

## SECTION H

1. The parties agree that extreme temperatures and other adverse weather conditions are valid health and safety concerns. For the purposes of this article, extreme temperatures are defined as temperatures exceeding 90 F or falling below 20 F. The Heat and Wind Chill Indexes, as developed by the National Weather Service, will be used as the guide for determining extreme heat and cold conditions. For purposes of this article, adverse weather conditions are defined as high winds, excessive snow, sleet or ice, heavy rain or hail, thunderstorms, including lightning.

2. When weather/temperature extremes dictate, Management shall, to the maximum extent possible, restrict participation in outside training activities that are not related to actual emergencies.

## ARTICLE 17

### ENVIRONMENTAL DIFFERENTIAL AND HAZARDOUS PAY

#### SECTION A

Environmental differential pay shall be paid to Federal Wage System (FWS) employees for actual exposure to various degrees of hazards, physical hardships, and working conditions of an unusual nature, in accordance with applicable regulations/instructions in effect at the time, which have not been taken into consideration during the classification process. General Schedule (GS) employees shall be paid for irregular or intermittent duty involving unusual physical hardships or hazardous conditions in accordance with applicable regulations in effect at the time.

#### SECTION B

All situations must be submitted to the Civilian Personnel Officer by the supervisor along with the necessary documentation for submission to the

Safety Officer and/or Bio-Environmental Officer for verification before payment is warranted. Hazardous situations identified by the Union will be submitted in writing to the appropriate supervisor for evaluation with an information copy submitted to the Civilian Personnel Officer. All findings will be made public to the affected employee(s) and the Union.

## SECTION C

Management will attempt to eliminate or reduce all hazards, physical hardships and working conditions of an unusual nature.

# ARTICLE 18

## SAFETY

### SECTION A

1. Management will implement safety programs in accordance with applicable laws, directives and regulations/instructions. A Union representative will be afforded the opportunity to accompany the safety inspector while conducting the annual or semi-annual scheduled inspections of unit employees during normal duty hours. The Union representative will not interfere with the inspection.

2. Upon request, management will provide a

copy of the Safety Inspection/Evaluation Report to the Union.

## SECTION B

The Union shall actively support Management's safety programs by promoting employee interest in safety; supporting the use of safety equipment and safe working conditions; and when appropriate, print safety oriented articles in support of Management's safety program in their local publication.

## SECTION C

All employees will observe and comply with pertinent safety and accident prevention policies, regulations/instructions and directives. Employees have the responsibility for personal housekeeping around their immediate worksite.

## SECTION D

An employee may provide input on personal protective equipment; however, Management, following all applicable safety guidance will determine the kinds and type of personal protective equipment to be issued and used by the employee. Employees are responsible for servicing, cleaning (except where prohibited), maintaining, and properly using their safety and personal protective equipment.

## SECTION E

1. Employees and Union officers or stewards are responsible for reporting potential or existing unsafe or hazardous working conditions to the responsible supervisor. Upon notification, supervisors will take action to correct unsafe working conditions.

2. The supervisor responsible for the corrective action will verbally notify the employee or Union representative of the corrective action that they intend to take. If in the judgment of the supervisor an unsafe or hazardous working condition does not exist, they will so inform the employee or Union representative.

3. If the matter is not resolved by the supervisor, the matter may be presented to the organizational safety representative, if any, and/or the Union representative, the next higher level of supervision for resolution. If the matter is not resolved at this level, the matter will be presented to the F.E. Warren AFB Safety Office for resolution.

## ARTICLE 19

### EQUAL EMPLOYMENT OPPORTUNITY

#### SECTION A

Management and the Union will support the Equal

Opportunity (EO) Program to educate and eliminate prohibited discrimination based on race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older for formal EO complaints, any other age discrimination may be handled via the grievance process), disability, genetic information, equal pay, and/or reprisal for EO protected activity.

## SECTION B

Management agrees to develop supplemental guidance to prevent unlawful discrimination, sexual harassment, and reprisal and posts this guidance prominently on the base web pages and in locations frequented by the base population.

## SECTION C

1. The Union agrees to support EO programs. The Union and Management agree to provide EEO regulations or directions governing the EO compliant procedures, upon request, to any employee who wishes to review them.

2. An employee may formally file a grievance or an EO complaint, but not both. An employee is not deemed to have made a binding election to utilize the EO process or the grievance process if all they have done is made contact with an EO Counselor. The employee can still decide to file a grievance or a formal EO complaint once EO informal counseling is complete as long as the required

timeframes are met for doing so. Generally, the employee must contact the EEO Counselor within 45 days from the day the discrimination occurred.

## ARTICLE 20

RESERVED

## ARTICLE 21

### EMPLOYEE INDEBTEDNESS

#### SECTION A

Management and the Union recognize that, in accordance with appropriate directives, neither the Agency nor any of its personnel will be placed in the position of acting as a collection agency or agent in determining the validity of contested debts.

#### SECTION B

Nothing in this Article is intended to prohibit Management from taking appropriate corrective/ disciplinary action to ensure that the employee takes steps to prevent Management from receiving further debt complaints.

## SECTION C

Whenever Management plans to collect any debt allegedly owed by an employee to the Government, 5 U.S.C. Section 5514 and other Government-wide or Agency level regulations/directives/instructions will be followed.

## ARTICLE 22

### NONDISCIPLINARY, DISCIPLINARY AND ADVERSE ACTIONS

#### SECTION A

1. Nondisciplinary actions, including but not limited to instructions and counseling, will be given in a reasonable and constructive manner. Reasonable efforts will be made to provide such guidance or criticism in an atmosphere that avoids embarrassment or ridicule.

2. Supervisors will show, and employees will initial, all comments the supervisor enters on the Supervisor's Employee Brief. The employee's initials only indicate that the employee has been shown the entry and does not imply concurrence or nonconcurrence with the entry.

3. Employees are entitled to due process prior to the revocation or suspension of on-base driving

privileges.

## SECTION B

1. Disciplinary actions include an admonishment, a reprimand, or a suspension of fourteen (14) calendar days or less. An “Adverse Action” is defined in 5 U.S.C. Section 7512. The proposed disciplinary or adverse action will inform the employee of their right to union representation.

2. No bargaining unit employee will be subject to disciplinary action except for just and sufficient cause (determined by management). Disciplinary actions will be taken only for such cause as will promote the efficiency of the service.

3. Management will investigate an incident or situation as soon as possible to determine if discipline is warranted. Ordinarily this inquiry will be made by the appropriate line supervisor.

4. In accordance with Weingarten Rights, the Union shall be given the opportunity to be represented at any examination of a bargaining unit employee in the unit by a representative of the agency in connection with an investigation if:

a. The employee reasonably believes that the examination may result in disciplinary action against the employee; and

b. The employee requests representation.

If such an examination, which may result in disciplinary action against the employee, is to occur and the employee requests representation, the supervisor or other management official will honor the request.

## SECTION C

1. Disciplinary and adverse actions will be timely.

2. Disciplinary investigations will be conducted fairly and impartially, and a reasonable effort will be made to reconcile conflicting statements by developing additional evidence. In all cases, the information obtained will be documented.

3. Supervisory notes may be used to support an action detrimental to an employee, only when the notes have been provided to the employee in a timely manner after the occurrence of the act.

## SECTION D

1. The employee may represent themselves, be represented by the Union, or be represented by a person of their choice, when preparing and presenting a reply to the notice of proposed action.

2. When the notice of final decision is issued, the employee may represent themselves or be represented by the Union, in the negotiated

grievance procedure. If the employee elects to use a statutory appeal procedure, they may designate the Union or another representative of their choice.

3. If the employee elects to be represented by the Union, copies of all subsequent correspondence addressed to the Union will also be furnished to the employee.

4. Disciplinary and adverse actions are not grievable at the proposed stage. The time for grieving such actions runs from the date of the final decision.

## SECTION E

The following procedures shall be followed on letters of reprimand, suspensions and adverse actions:

1. A proposed written notice of disciplinary/adverse actions will be prepared and presented by a management official, normally the affected employee's supervisor. This notice shall state specifically, and in detail, the reason for the disciplinary or adverse action, to include a sufficient explanation to identify the exact violation or nature of the violation. In the event the supervisor is unavailable or unable to issue the notice of proposed action (e.g., extended leave, upcoming PCS/PCA, conflict of interest, or other circumstances beyond the supervisor's control), the next level in the supervisory chain will issue the

proposed action. The supervisor will provide a memorandum outlining such reasons to 90 FSS/FSCA and that memorandum will be retained in 90 FSS/FSCA files.

2. It is recommended that the evidence file be made available to the employee at the time of the delivery of the proposed action. Management will furnish an extra copy for the representative of the employee, if requested.

3. The employee shall be given fourteen (14) calendar days to respond to proposed disciplinary action notices and twenty-one (21) calendar days to respond to proposed adverse action notices; orally, in writing, or both. Management will liberally grant reasonable requests for an extension of time to submit a response.

4. The Management official will issue a written notice of final decision within Forty-Five (45) calendar days from the expiration of the time allowed for reply.

## SECTION F

Retention of Disciplinary Actions: Admonishments and reprimands may be removed prior to the full two-year period upon employee request, if management has determined that the purpose of the discipline has been served. In all cases, an admonishment and a reprimand will be removed from an employee's file after two years.

## ARTICLE 23

### CIVILIAN DRUG TESTING

#### SECTION A

The Union will publicize, when possible, the injurious effects of substance abuse; encourage its officers and representatives to become familiar with the Agency's Substance Abuse program; and refer employees seeking assistance with substance abuse related problems to the Health and Wellness Program or other appropriate agency for assistance.

#### SECTION B - DRUG TESTING

1. General: Management agrees that the establishment and administration of the Air Force drug abuse testing program will be done in strict compliance with the U.S. Constitution and all applicable laws, Agency's rules, regulations/instructions, and this Agreement. For the purposes of this Agreement, the statement "rule or regulation" shall mean those rules or regulations/instructions of the Office of Personnel Management (OPM), the Department of Health and Human Services (HHS), other Government-wide regulations, and those of the Air Force including the Air Force Civilian Drug Testing Program (AFCDTP). Drug testing of identified employees will be performed by Agency approved laboratories.

2. Types of Drug Testing:

a. The Parties agree that the testing referred to by the term “drug test” usually means urinalysis. Blood testing will be required only when unusual duty related circumstances dictate, e.g., an employee involved in an accident who is comatose.

b. The Air Force program includes the following types of tests:

(1) Applicant testing;

(2) random testing of employees in, or applicants for, positions identified as Testing Designated Positions (TDPs);

(3) reasonable suspicion testing;

(4) accident or safety mishap testing;

(5) voluntary testing; and

(6) Testing as part of or as follow-up to counseling or rehabilitation.

c. Nothing in this agreement shall preclude Management from requiring other drug tests as determined appropriate by the circumstances.

3. Employees Subject to Testing: The definition of an employee as used in this article means bargaining unit employees. In accordance with law, rule, or regulation/instruction, employees will be

subject to drug testing if:

a. They occupy or are an applicant for positions identified as TDPs in accordance with the AFCDTP and Executive Order 12564, dated 15 September 1986. These employees will be subject to random drug testing.

b. Under the following circumstances:

(1) Reasonable, articulable suspicion as defined by the AFCDTP;

(2) an accident or mishap classified by total dollar costs of damage or degree of injury or occupational illness (Class A, B, C, or nuclear mishap as defined by applicable regulations);

(3) as part of follow-up to counseling or rehabilitation;

(4) voluntarily; or

(5) legitimate circumstances as determined by Management.

4. Frequency of Testing:

a. Random testing will be conducted in accordance with law, rule, and regulation, including applicable Air Force regulations/instructions and the AFCDTP.

b. Employees will also be subject to testing where Management deems necessary.

5. Notification to Employees:

a. Employees will be informed of the AFCDTP and its requirements. The notification is done by the issuance of a sixty (60)- day general notice to all employees. Employees will receive a one-time thirty (30)- day notice letter before becoming subject to random testing. This notice will include the following information:

- (1) A statement that the employee is subject to random drug testing;
- (2) the consequences of a positive result;
- (3) the consequences of refusal to cooperate, including possible adverse action(s);
- (4) of any opportunity to submit supplemental medical documentation to support the legitimate use of a specific drug; and
- (5) of the availability of drug abuse counseling and referral services.

b. Management will normally notify an individual selected for testing through the individual's first-level supervisor or designee. Notification will occur the same day the test is scheduled, normally within two (2) hours of the

scheduled testing, time permitting. The notification will be done in private.

6. Methods and Procedures for Testing: The parties recognize that the methods and equipment used to test for the use of illegal drugs will be as specified in the AFCDTP.

7. Elements of Testing Procedures:

a. Management agrees that the following procedures will be utilized, subject to law, rule, or regulation/instruction, to assure drug testing is reliable and employee concerns are recognized:

(1) upon direction of Management, designated employees will report to the designated location to be tested;

(2) tests will be given in a sanitary, scheduled area, which also provides the employee with reasonable privacy. Collection site personnel of the same gender as the individual being tested shall observe the individual provide the urine specimen where there is evidence or reason to believe the individual may alter or substitute the specimen to be provided; and

(3) all presumptive positive results will be confirmed using the Air Force confirmatory test and evaluated by the Medical Review Officer (MRO). An employee may provide medical evidence to rebut a positive test result.

(4) The results of a positive drug test considered to be adverse to the employee may result in a number of Management decisions. An employee found to be using illegal drugs will be referred for substance abuse counseling and rehabilitation, and, if the employee occupies a TDP, management may determine the employee may not be permitted to remain in that position. At the discretion of the activity commander however, and as part of rehabilitation, an employee may return to duty in a TDP if the employee's return would not endanger public health, safety, or national security. A supervisor may initiate disciplinary action against any employee found to be using illegal drugs. The severity of the disciplinary action taken will depend on the circumstances of each case and will be consistent with the Executive Order. This encompasses the full range of disciplinary actions, including removal.

#### 8. Confidentiality and Safeguarding of Information:

a. All samples will be subject to a strict chain of custody as provided for in the AFCDTP and governing regulations/instructions.

b. Results of an employee's drug test may be disclosed to:

(1) MRO;

(2) Drug Demand Reduction Program Manager;

(3) Civilian Personnel;

(4) any supervisor or Management official within the Air Force having authority to take adverse personnel action against such employee. Management official includes any Management or government official whose duties necessitate review of the test results in order to process disciplinary or adverse personnel actions or security actions against the employee;

(5) court of competent jurisdiction or where required by the U.S. Government to defend against any challenge of adverse personnel action; and

(6) in addition, test results with all identifying information removed will also be made available to Air Force personnel, including the Program Coordinator, for data collection and other activities necessary to comply with the AFCDTP.

c. All records will be maintained in accordance with the AFCDTP and applicable regulations/instructions.

d. An employee who is subject to drug testing will, upon written request, be given access to any records relating to the employee's drug test as provided for in the AFCDTP.

9. Counseling and Rehabilitation: An employee found to be using illegal drugs will be referred for substance abuse counseling and rehabilitation.

10. Consent Forms: Employees occupying TDPs will be asked to acknowledge, in writing, that he/she has received and read the notice which states his/her position has been identified and designated for random drug testing, and that refusal to submit to testing will result in initiation of disciplinary action, up to and including removal. The employee's signature on such documents will merely signify notification and understanding of the terms of the document.

11. Official Time:

a. Employees will not be charged leave for any time spent in the urinalysis process when such process is duly ordered by a Management representative. A Union representative will be granted official time while representing the employee when such representation is warranted pursuant to an official investigation if all of the following conditions apply:

- (1) The meeting is an examination;
- (2) the examination is in connection with an investigation;
- (3) the employee reasonably believes

that discipline may result;

(4) the employee requests representation;  
and

(5) the employee has given advance written consent to the release of pertinent medical information to the Union representative.

b. The employee may request a Union representative be present when the MRO discusses the results of their drug test. It is agreed that such discussions between the MRO and the employee will be treated as a medical discussion rather than an examination or investigation under the Federal Labor-Management Relations Statute.

12. Voluntary Testing Program: Employees not occupying TDPs may volunteer for unannounced random testing by notifying the Program Coordinator. For example employees enrolled in the Employee Assistance Program (EAP).

13. If a drug test is reported as positive, the procedures of the AFCDTP and applicable regulations/instructions will apply.

## ARTICLE 24

### ANNUAL LEAVE

#### SECTION A

The parties recognize that it is a right of all Federal employees to use annual leave, subject to approval/disapproval of Management. Employees should use previously earned compensatory time before using accrued annual leave. Annual leave requested in advance should normally be granted by management officials in the supervisory chain (hereafter referred to as supervisor), mission requirements controlling. Choice leave periods should be rotated equally among the employees who desire them. In case of a conflict, the employee with the earliest service computation date will be given first choice. Once seniority has been exercised and the desired leave taken for any given year, the rotation system will govern for any future conflicts for that particular period. Conflicts should be resolved in an expeditious manner.

#### SECTION B

If scheduled annual leave must be canceled due to work requirements, Management will provide such notice to affected employees with as much advanced notice as possible. Management should first seek qualified volunteers to relinquish their scheduled leave. If there are not enough qualified volunteers, the leave requested by the employee

with the latest service computation date will be canceled. Once seniority has been exercised, the rotation system will govern for any future conflicts for that particular period. Conflicts should be resolved in an expeditious manner.

## SECTION C

Employees must obtain advance approval to use annual leave, except in cases of emergency, from their supervisor. In emergency situations, an employee not already on duty must call their supervisor, or designee, as soon as possible, but no later than two (2) hours after the employee is scheduled to report for duty. If the employee is unable to talk directly to their supervisor, or designee, they must leave a message providing the reason for the request, the expected duration of the absence, and a phone number where they can be reached. In cases of an out-of-town emergency, the employee will contact their supervisor upon arriving at their destination. This does not relieve the employee of responsibility to attempt to contact their supervisor prior to leaving. If the employee is unable to speak directly to their supervisor, they will leave a phone number where they can be reached. Those employees already on duty will request permission for leave from their supervisor, or designee, prior to leaving. Emergency annual leave may be disapproved at the discretion of the supervisor or designee.

## SECTION D

Advance annual leave that will be accrued during the leave year may be granted, mission requirements controlling.

## ARTICLE 25

### SICK LEAVE

## SECTION A

Scheduled Sick Leave, employee's should request sick leave for the purpose of medical, dental, or optical examination, or other authorized purposes in accordance with 5 CFR 630.401, from a management official in the supervisory chain (hereafter referred to as supervisor) as far in advance as possible. The employee may be required to inform their supervisor of their intentions or availability on a daily basis.

1. Requests to use unscheduled sick leave will be made to the employee's supervisor, as soon as possible, but no later than two (2) hours after the employee is scheduled to report for duty, unless the employee is incapacitated. The employee may be required to inform their supervisor of their intentions or availability on a daily basis. If an employee is unable to make the call due to severe illness or injury, they may have another responsible

individual make the call.

2. Requests for extended sick leave or requests for sick leave for more than two (2) consecutive weeks, the agency may request administratively acceptable evidence or medical certification in accordance with 5 CFR 630.405.

3. For absences of more than three (3) consecutive days, or for lesser period of time as determined necessary, Supervisors may require medical documentation as outlined in Section B below to substantiate the need for sick leave. Management may also determine that an employee's self-certification may be acceptable in accordance with Government regulations. If an employee did not seek medical treatment from a medical provider and is not on notice of sick leave abuse, a certificate showing satisfactory evidence of incapacitation may be accepted in lieu of medical documentation, as determined by the supervisor. The medical documentation as stated above in Section A.2 above must be provided to the supervisor.

4. An employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave. Where evidence does not justify the approval of sick leave, the employee may request to use some other paid or non-paid leave. The supervisor will consider the employee's alternative absence request, and may either approve the employee's request or

charge the employee with AWOL, as appropriate. A charge of AWOL may be changed pending acceptable documentation.

## SECTION B

Medical Certification/Documentation must be administratively acceptable, in accordance with 5 CFR 630.201, and provided to the supervisor. The medical certification/documentation should cover all absences for which the sick leave is requested, and specify that the employee was incapacitated for duty. When sick leave is requested in advance, it is recommended that the health care provider identify an estimate of the expected date of full or partial recovery as explained in applicable guidance and regulations. If there is any doubt as to the validity or adequacy of the medical documentation presented to support a request for sick leave, the medical officer at the installation may be requested to review the documentation submitted and with the employees permission, to consult the employee's health care provider for additional information.

## SECTION C

**Sick Leave Abuse.** Supervisors should discuss and document with employees when sick leave abuse is suspected. When a supervisor suspects an employee is abusing sick leave, the supervisor may require medical documentation as outlined in Section B above to substantiate the employee's need for sick leave. The medical documentation

must be provided to the supervisor within fifteen (15) workdays after the employee's return to work. If the medical certificate is not provided within fifteen (15) workdays after return to duty, absent-without-leave (AWOL) may be charged for the entire period of absence. After the initial written advisory the supervisor will review this requirement every three (3) calendar months to determine if the requirement to provide medical documentation must continue and the employee will be advised of the decision.

#### SECTION D

Advanced Sick Leave. Employees will be required to exhaust all use-or-lose annual leave to be accrued during the leave year, before using properly approved advance sick leave. Requests for advance sick leave will be supported by medical documentation as outlined in Section B above. Requests for advance sick leave will not be approved until the appropriate documentation, as outlined in Section B above, is provided by the employee. All requests for advance sick leave will be presented to the employee's supervisor.

#### SECTION E

If an employee is temporarily incapacitated due to illness or injury from their regularly assigned duties, Management may consider employee's requests for modified duty assignments within their PD/Core Personnel Documents. Medical

certification/documentation may be requested to support continued modified duty assignments, and may be reviewed every 30 days.

## ARTICLE 26

### MERIT PROMOTION

Employees may request a copy of the applicable law, rule and/or regulation on the Merit Promotion Program from the Civilian Personnel Flight.

## ARTICLE 27

### UNFAIR LABOR PRACTICES

#### SECTION A

The Parties agree that a statement detailing potential Unfair Labor Practice (ULP) charges should first be submitted in writing by the charging party to the appropriate Union or Management representative. If unable to resolve at the informal level, the charging party may file formal ULP charges with Federal Labor Relations Authority (FLRA).

#### SECTION B

It is understood that this procedure will help

expedite and promote settlements, allowing the Parties to deal with these problems firsthand. It is further understood that the parties will have great freedom in fashioning remedies and that this procedure does not alter the requirement, in accordance with the law, that a ULP charge must be filed within six (6) months of the events giving rise to the ULP.

## ARTICLE 28

### NEGOTIATED GRIEVANCE PROCEDURE

#### SECTION A

1. A grievance means any complaint:

a. By any bargaining unit employee concerning any matter relating to the employment of the bargaining unit employee;

b. By the Union concerning any matter relating to the employment of the bargaining unit employee; or

c. By any bargaining unit employee, or the Union or the Management concerning:

(1) the effect or interpretation or a claim of breach of the Agreement; or

(2) any claimed violation, misinterpretation or misapplication of any law, rule or regulation/instruction affecting conditions of employment.

2. Questions of grievability or arbitrability may be referred by either Party to the arbitrator as a threshold matter. The arbitrator is required to render a written decision on questions of grievability/arbitrability prior to hearing. The Parties agree to provide written briefs to the arbitrator, with a copy to the opposing party, by a mutually agreed upon date. Within seven (7) calendar days following initial submissions, the Parties may submit replies to the arbitrator regarding the opposing Party's brief. The Parties may submit affidavits to the arbitrator whenever a Party deems such testimony necessary. All submissions served on the arbitrator will also be served on the opposing Party.

3. Unless otherwise expressly provided in this Agreement, a grievance may be filed on any matter grievable by law, regulation/instruction or case decision.

4. Duty time will be granted to an employee if they are otherwise in an official duty status to informally discuss a grievance with their management official in the supervisory chain (hereafter referred to as supervisor) or to present the grievance to Management. Duty time will be allowed to meet with the employee's Union

representative.

5. An employee is entitled to representation by a Union representative at any stage of the grievance procedure. Any employee may present and process a grievance under this procedure without the intervention of the Union except that only the Union or Management may invoke arbitration. If the employee represents themselves, the Union will be given an opportunity to be present at the time the grievance is adjudicated.

6. Requests for extension of time if received, in writing, by the opposing party before the original deadline expires shall be liberally granted. A grievance over a continuing practice or condition may be filed at any time.

7. Any employee or group of employees filing a grievance under this procedure shall be free from restraint, reprisal or coercion.

8. Normally all grievances will be initially presented by employees to their supervisor. However, a grievance may be presented to the next higher supervisory level if the grievance is one over which the supervisor has no authority to control or if the grievance is against the supervisor.

9. The Union may initiate a class grievance upon the request of an employee affected by a grievable matter. Such employee will be the nominal class representative, though the Union will be in charge

of processing the grievance. The processing and resolution of the class grievance will be guided by the Federal Rules of Civil Procedure.

10. This procedure shall be the exclusive procedure available to the Management, the Union and bargaining unit employees for resolving grievances except as provided in this article, and when concurrent jurisdiction exists in another form.

11. An aggrieved bargaining unit employee affected by discrimination, a removal or reduction in grade based on unacceptable performance, or an adverse action covered under 5 U.S.C. Section 7512 may at his/her option raise the matter under a statutory procedure or the negotiated grievance procedure, but not both. For the purposes of this section and pursuant to Section 7121 of the Act, an employee shall be deemed to have exercised his/her option under this section in adverse actions when the employee files a timely notice of appeal under the statutory procedure or files a timely grievance, in writing, under the provisions of this article.

## SECTION B

### Employee Grievances:

1. Step One - Informal Discussion. When an employee desires to file a grievance, they must, within thirty (30) calendar days from the date of the occurrence of the event giving rise to the grievance, or the date the employee reasonably should have

become aware of it, seek informal resolution of their grievance with their supervisor. If the grievance involves their supervisor, the grievance may be presented to the next level supervisor. If the grievance involves a disciplinary action this level would be the deciding official. A copy of the grievance must be provided to the Civilian Personnel Flight (90 FSS/FSCA) concurrently. The supervisor will schedule a meeting with the employee to discuss the matter, and notify the Union prior to the meeting. The Union may have a representative present at the meeting. The supervisor will then make a decision and notify the employee, in writing, of their decision within ten (10) work days from the date of the initial discussion. If a decision is rendered by the Installation Commander at this step and the employee remains dissatisfied, arbitration may be invoked immediately without proceeding through steps two and three.

2. Step Two. If the grievant is not satisfied with the step one decision, the grievant may request a review of the decision by the higher level Management official in the employee's chain of command. A copy of this request must also be submitted concurrently to the Civilian Personnel Flight (90 FSS/FSCA). The request must be submitted within ten (10) work days after receipt of the step one decision. The step two official will meet with the employee and notify the Union of such meeting, within ten (10) work days from receipt of the employee's grievance.

The Union may have a representative present at the meeting. Within ten (10) work days after the meeting, the step two deciding official will conduct whatever investigation they determine is necessary and issue a written decision. If a decision is rendered by the Installation Commander at this step and the employee remains dissatisfied, arbitration may be invoked immediately without proceeding through step three.

3. Step Three - Final Administrative Review. If the step two decision does not satisfy the grievant, a request for final administrative review must be presented in writing to the Installation Commander or designee through the Civilian Personnel Flight (90 FSS/FSCA) within ten (10) work days following receipt of the step two decision. 90 FSS/FSCA will forward the request to the appropriate Management official within fourteen (14) work days. The appropriate Management official will review the request and render a final written decision on the matter within thirty (30) calendar days after receipt of a request.

## SECTION C

### Management Grievances:

1. If Management is aggrieved by an action of the Union, Management will present the grievance in writing to the Union President within thirty (30) calendar days of the event giving rise to the

grievance, or within thirty (30) calendar days of the date when the event is discovered, or should reasonably have been discovered.

2. The parties shall meet within fourteen (14) work days to discuss the grievance and the Union President shall render a written decision on the grievance within fourteen (14) work days after the meeting. If Management is dissatisfied with the decision, it may invoke arbitration.

## SECTION D

### Union Grievances:

1. The Union President will present the grievance in writing to the Mission Support Group Commander within thirty (30) calendar days after the occurrence of the event which gives rise to the grievance, or when it should have reasonably been discovered.

2. The matter will be investigated and the Civilian Personnel Flight will schedule a meeting between the Mission Support Group Commander, or representative, and the Union to discuss the grievance within fourteen (14) work days. The Mission Support Group Commander shall render a written decision on the grievance within fourteen (14) work days following the meeting. If the Union is dissatisfied with the decision, it may invoke arbitration.

## SECTION E – Arbitration

1. The Union may invoke arbitration on employee or Union initiated grievances. Management may invoke arbitration on Management initiated grievances. Exhaustion of the grievance procedure is a pre-requisite to invoking arbitration, unless otherwise agreed by the parties or unless otherwise provided in this Agreement.

2. Arbitration must be invoked thirty (30) calendar days from receipt of the final decision. Failure to comply with this time limit shall constitute acceptance of the final administrative review decision and the matter will not be subject to any further review.

3. After arbitration is invoked, the Parties shall jointly submit to the Federal Mediation and Conciliation Service (FMCS) a request for a list of arbitrators. The format of the request is negotiable in each instance. If the Parties cannot agree on the format of the request, the Party invoking arbitration may submit the request unilaterally. The Parties shall meet after receipt of the list(s) to select an arbitrator. If they cannot mutually agree upon one of the listed arbitrators, Management and the Union will each alternately strike one (1) arbitrator name from the list(s) until one (1) name remains. The Parties will flip a coin to see who strikes first. The remaining person shall be duly declared the arbitrator.

4. If, for any reason, Management or Union intentionally refuse to participate in the selection of an arbitrator, the grieving Party may unilaterally select one (1) name from an FMCS list and that arbitrator shall hear the case.

5. The arbitrator's fee, their incidental expenses, travel pay, and cost of transcript, if any, will be shared equally by the Parties. The arbitration hearing will be held, if possible, on Management's premises during regular day shift hours (0730-1630). The arbitrator may award attorney fees to the prevailing party in accordance with applicable laws, rules, or regulations/instructions. No transcript will be made unless mutually agreed to by the Parties or required by the arbitrator. The employee participants in the hearing will, if otherwise in an official duty and pay status, remain in a duty and pay status.

6. Following disposition of questions of grievability/arbitrability, or in the event there are no such questions, the arbitrator shall arrange a mutually satisfactory time to hear the merits of the grievance, at which time both Parties shall appear and present testimony. The arbitrator will be in charge of the hearing. The arbitrator shall furnish their report and award with transcript, if any, in writing to the Parties within an agreed upon amount of time following the close of the hearing.

## ARTICLE 29

### UNION DUES WITHHOLDING

#### SECTION A

Dues withholding for bargaining unit employees shall be administered in accordance with 5 U.S.C. 71 as amended and this agreement. Upon request, eligible employees may pay dues to the Union through authorization of voluntary allotment from their earnings, provided the employee:

1. Is a member in good standing in the Union and is so certified to the disbursing Payroll activity by the Union:
2. Has voluntarily completed a SF 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues; and
3. Receives compensation sufficient to cover the total amount of the allotment after all other legal deductions have been made.

#### SECTION B

The Union agrees to assume responsibility for:

1. Informing and educating its members on the voluntary nature of the system for the allotment of Union dues, including the conditions under which

the allotment may be revoked.

2. Notifying the disbursing Payroll activity, 90 CPTS/FMFC, through 90 FSS/FSCA, in writing, of:

a. The name, title, and address of the allottee to whom remittance should be sent.

b. Any change in the amount of membership dues.

c. The name of any employee who has been expelled or ceases to be a member in good standing in the Union within ten (10) calendar days of the date of such determination.

3. Forwarding properly executed and certified SF 1187s to 90 CPTS/FMFC through 90 FSS/FSCA on a timely basis.

4. Promptly forwarding an employee's revocation, SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues, to 90 FSS/FSCA when such revocation is submitted by the employee to the Union.

## SECTION C

Management agrees that it is responsible for:

1. Processing voluntary allotments of dues or revocations thereof in accordance with this Article and 90 CPTS/FMFC requirements.

2. Withholding dues on a pay period basis.
3. Transmitting on a pay period basis remittance checks to the allottee designated by the Union, together with a listing of employees for whom deductions were made, and a copy of all revocation notices received in the Civilian Payroll Office.

## SECTION D

The Parties agree that:

1. The amount of dues to be deducted as an allotment will be in accordance with the schedule provided to Management by an authorized Union official. This amount will not be changed more than once during each twelve (12) calendar months from the effective date of this Agreement. Any change in the amount of dues shall become effective no later than the beginning of the first full pay period after receipt of certification in the disbursing Payroll activity. If a multiple dues structure for a Union provided benefit plan is instituted at a later date, the amount of dues to be withheld will not be changed more than once each six (6) calendar months from the effective date of implementation.

## SECTION E

The effective dates for actions under this Article are as follows:

1. Starting dues withholding: 90 FSS/FSCA will forward the properly executed and certified SF 1187s to 90 CPTS/FMFC no later than the first pay period after the date of receipt.

2. Change in amount of dues: See Section D.1. above.

3. Revocation by employee: Employees will submit revocation form (SF-1188) when no longer eligible for payroll deductions for labor organization dues. If the official personnel action is effective the first day of the pay period, termination of allotments will be at the end of the preceding pay period. If the official personnel action is effective on any day other than the first day of a pay period, termination of allotment will automatically be at the end of that pay period. Employees may submit revocation form (SF 1188) to 90 FSS/FSCA prior to their first anniversary date of dues withholding, however, revocation will not be effective until the first pay period after the first anniversary date of dues withholding. If the allotment is not revoked at the end of the first year, for any subsequent revocation, employees may submit revocation form (SF 1188) to 90 FSS/FSCA during the month of February. Revocation will become effective the first pay period in March. 90 FSS/FSCA provides the copy of the SF 1188 to the Union for notification of revocation.

4. Termination due to loss of membership in good standing: Beginning the first full pay period

after date of receipt of notification in the disbursing Payroll activity.

5. Termination due to loss of recognition of the Union: Beginning the first full pay period following loss of recognition.

6. Other reasons for nondeduction of dues: No dues will be withheld if net salary is insufficient to cover the amount of dues, after other legal and required deductions. If deductions are stopped temporarily because of insufficient salary or other reason, back dues will not be deducted from future earnings.

## SECTION F

Upon termination of a grant of exclusive recognition to the Union, the disbursing Payroll activity will stop all allotments automatically beginning the first full pay period after the loss of the exclusive recognition. The allotment will also be terminated when the Agreement providing for dues withholding or this Agreement is suspended or terminated by an appropriate authority outside this Base.

## SECTION G

All elements of this Article are intended to be and remain in full compliance with Air Force and other appropriate Agency directives and regulations/instructions. Nothing in this Article

shall preclude Management from maintaining and providing individual employees with information concerning the voluntary revocation of authorization of voluntary allotments or SF 1188.

## ARTICLE 30

### DRESS AND APPEARANCE

In accordance with applicable Agency and DoD regulations employees are expected to comply with reasonable dress and grooming standards based on comfort, productivity, health, safety, and type of position occupied. Due to the diversity of work functions and locations, appropriate dress standards may vary significantly. Employee attire will be in good repair, and should not be considered offensive, disruptive, or unsafe. Management may direct an employee to correct a dress and/or appearance problem.

Any Management prohibitions on specific civilian dress must be based on a clear showing that the prohibited dress contributes to an unsafe, unhealthy, nonproductive, or disruptive work environment. Management disagreement with styles, modes of dress, and grooming currently in fashion is not an adequate criterion for making such a determination. If Management determines there must be a prohibition on a specific style/mode of dress based on safety related reasons, Management will notify

the Union and bargain as appropriate if not restricted by government-wide laws, rules or regulations.

## ARTICLE 31

### PHYSICAL FITNESS PROGRAM

Physical Fitness is governed by AFI 36-815, Absence and Leave. Note: 5 USC 6329a(b)(1) covers administrative time and reads: **In general.**- During any calendar year, an agency may place an employee in administrative leave for a period of not more than a total of 10 work days.

## ARTICLE 32

### DISTRIBUTION

Management agrees to post this Agreement to the locally shared “O” drive, Civilian Personnel Folder, available to all employees. New bargaining unit employees will be provided the link to the Agreement on the “O” Drive.

1. Management will furnish 100 printed copies to the Union.

2. The Agreement will be posted on the “O” drive in booklet format with all pages numbered sequentially starting with page one.

3. The link to the Agreement will be published in the Civilian Newsletter twice a year.

## ARTICLE 33

### EFFECTIVE DATE AND DURATION OF THIS AGREEMENT

#### SECTION A

As provided by 5 U.S.C. 7114c and the Parties’ agreed upon procedures, this Agreement will be effective when it has been ratified, executed, and approved. The duration of the Agreement is three (3) years from the date of final signature by the Parties.

#### SECTION B

Either Party may request to renegotiate this Agreement by giving written notice to the other Party, not more than one hundred five (105) days, nor less than sixty (60) days, prior to the expiration date of this Agreement.

## SECTION C

If neither Party serves notice to renegotiate this Agreement, under the provisions of Section B above, the Agreement shall automatically be renewed for an additional three (3) year period, subject to the other provisions of this Article. Note: Renewed agreement is subject to review per 5 USC 7114(c).

## SECTION D

1. It is agreed that this written document embodies the entire agreement between the Parties and incorporates all previous and existing agreements and/or memorandums of understanding, written, verbal or otherwise. For issues that arise that are not covered in the Agreement, Management and the Union will bargain as required by law.

2. Should any provision of this Agreement be rendered or declared invalid or illegal by Federal Law or any Government-wide rule or regulation, the invalidation of such provisions of this Agreement shall not invalidate any of the remaining provisions of this Agreement; they shall remain in full force and effect.

## SIGNATURES

Signed this 28 November 2018, at Francis E.  
Warren AFB, Wyoming.

For American Federation of Base Government  
Employees Local 2354

STACY J. HUSER, Colonel, USAF  
Commander, 90<sup>th</sup> Missile Wing

RUSSELL MCCLAIN  
President, AFGE Local 2354

Approved by the Department of Defense on  
7 December 2018