

LABOR AGREEMENT

BETWEEN

934th AIRLIFT WING (AFRC)

and

THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

Local 1997

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 1997

This agreement under 5 United States Code 71 is made and entered into by and between  
the 934th Airlift Wing,

Minneapolis, Minnesota, hereinafter referred to as "Employer" and the American  
Federation of Government Employees Local 1997, hereinafter referred to as "Union".

WITNESSETH

In consideration of the mutual covenants herein set forth, the parties hereto intending to  
be bound by its terms, hereby agree as follows:

6 AUGUST 2015

Approved by the Department of Defense on October 19, 2015

TABLE OF CONTENTS

ARTICLE 1-RECOGNITION..... 4  
ARTICLE 2-PURPOSE ..... 4  
ARTICLE 3-RIGHTS OF THE EMPLOYER ..... 5  
ARTICLE 4-RIGHTS OF THE EMPLOYEES ..... 5  
ARTICLE 5-BASE LABOR MANAGEMENT COLLABORATION ..... 6  
ARTICLE 6-UNION REPRESENTATION..... 7  
ARTICLE 7- USE OF OFFICIAL TIME..... 8  
ARTICLE 8-USE OF OFFICIAL FACILITIES..... 10  
ARTICLE 9-DUES WITHHOLDING ARRANGEMENTS ..... 11  
ARTICLE 10-WORK SCHEDULES..... 12  
ARTICLE 11-OVERTIME (OT) ..... 15  
ARTICLE 12-ANNUAL LEAVE ..... 17  
ARTICLE 13-PERSONAL SICK LEAVE..... 18  
ARTICLE 14-OTHER LEAVE..... 19  
ARTICLE 15-HOLIDAY ..... 20  
ARTICLE 16-SUBSTANCE ABUSE..... 21  
ARTICLE 17-DRUG DEMAND REDUCTION PROGRAM..... 22  
ARTICLE 18-DRIVING ..... 22  
ARTICLE 19-JOB CLASSIFICATION..... 22  
ARTICLE 20-PROMOTIONS ..... 23  
ARTICLE 21-DETAILS, MANAGEMENT REASSIGNMENTS, AND SPECIAL  
PROJECTS..... 23  
ARTICLE 22-TRAINING..... 25  
ARTICLE 23-PERFORMANCE APPRAISALS ..... 25  
ARTICLE 24-PERFORMANCE AWARDS..... 27  
ARTICLE 25-OFFICIAL RECORDS..... 28  
ARTICLE 26-DISCIPLINE AND ADVERSE ACTION..... 29  
ARTICLE 27-GRIEVANCE PROCEDURE ..... 30  
ARTICLE 28-ALTERNATIVE DISPUTE RESOLUTION (ADR) ..... 34  
ARTICLE 29-UNFAIR LABOR PRACTICES (ULP) ..... 34  
ARTICLE 30-HEALTH AND SAFETY ..... 35  
ARTICLE 31-ENVIRONMENTAL DIFFERENTIAL PAY (EDP) ..... 37  
ARTICLE 32-SPECIAL PURPOSE CLOTHING, PERSONAL PROTECTIVE  
EQUIPMENT-TOOLS..... 37  
ARTICLE 33-EQUAL EMPLOYMENT OPPORTUNITY..... 37  
ARTICLE 34-UPWARD MOBILITY ..... 38  
ARTICLE 35-REDUCTION-IN-FORCE ..... 38  
ARTICLE 36-INCLEMENT WEATHER OR EMERGENCY CONDITIONS ..... 39  
ARTICLE 37-TEMPORARY DUTY ..... 40  
ARTICLE 38-OFFICIAL TRAVEL..... 40  
ARTICLE 39-EFFECTIVE DATE AND DURATION OF THIS AGREEMENT .. 40  
ARTICLE 40-CONTRACT INTERPRETATION TEAM (CIT)..... 41

## PREAMBLE

This agreement is made in compliance with Chapter 71 of Title 5, United States Code, hereinafter referred to as the Statute or the Act between the 934<sup>th</sup> Airlift Wing, Minneapolis, Minnesota, hereinafter referred to as “Employer” and the American Federation of Government Employees Local 1997 hereinafter referred to as “Union.” This Agreement was achieved through cooperative, modified interest-based negotiations. The Partners began by acknowledging their mutual interest in, and commitment to, the accomplishment of the mission of the 934<sup>th</sup> Airlift Wing, its products and its long-term health and viability, including the welfare of its employees. Traditional styles of position-based bargaining and posturing were replaced by a more collaborative and creative process designed to explore common interests and concerns. We recognize that dedicated, professional, concerned, and satisfied employees are necessary for providing effective and ever-improving products and services. We seek to foster partnership and cooperation in our workplace. The Partners recognize that improved working conditions may enhance the employees’ quality of life and further a productive and progressive labor relations process. Our intent is that the process of trust and mutual respect by which this Agreement was forged sets an example for others. We will promote a simple and just means for resolving disputes and misunderstandings, provide an effective mechanism for articulating employee concerns, and foster open and effective communication. Our intent is to maintain a safe, healthy, and quality workplace by creating an atmosphere where people are treated fairly and equitably. We will work together to accomplish the mission with respect for one another. With the foregoing in mind, the Partners do enter into the following Agreement.

### **Definitions:**

***Bargaining Unit Employees (BUEs):*** A group of employees with common interests who are represented by a labor union in their dealings with agency management.

***Employer:*** Agency/Management/Supervisors, Representatives who are not part of the Union; personnel who directly make decisions about overall operations and procedures within the organization.

***Note:*** \*References of “supervisor” or “management” throughout this agreement are synonymous with “Employer or its designated representatives” except where explicitly differentiated. \*References of Labor or Bargaining Unit Employees are synonymous with Union or Union related, except where explicitly differentiated.\*

## **ARTICLE 1-RECOGNITION**

Section 1. The Employer recognizes Local No. 1997 of the American Federation of Government Employees as the exclusive bargaining agent for all employees within the bargaining unit. The Union recognizes the responsibility for, and agrees to represent fairly and equitably the interest of all employees within the bargaining unit with respect to grievances, personnel policies, practices, and procedures or other matters affecting their general working conditions, without regard to Union membership, race, color, creed, sex, or national origin of the employee. The Employer recognizes the right of the employees to organize and express their views collectively; that participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of Air Force business; that the efficient administration of the Air Force and well-being of its employees require that orderly and constructive relationships be maintained between the Union and the Employer; and the effective employee-management cooperation in the public service requires a clear statement of the respective rights and obligations of the Union and the Employer.

Section 2. The bargaining unit to which this agreement is applicable is composed of all current eligible Department of the Air Force appropriated funds employees who are serviced by the Civilian Personnel Section (CPS) at the Minneapolis Air Reserve Station, Minnesota. Specifically excluded from the bargaining unit are: (1) any management official or supervisor; (2) any employee engaged in Federal civilian personnel work in other than purely clerical capacity; (3) professional employees.

## **ARTICLE 2-PURPOSE**

The Employer and the Union affirm that the public purpose to which the Employer is dedicated can be advanced through understanding and cooperation achieved through collective bargaining in those areas in which bargaining is appropriate in the Federal service. Therefore, the Employer and the Union agree to establish appropriate procedures, for joint consultation and negotiation on personnel policies and practices and matters affecting working conditions that are within the authority of the Employer. Such matters include, but are not limited to: safety, training, granting of leave, labor management relations, employee services, promotion plans, methods of adjusting grievances, demotion practices, and hours of work. These matters relate to policy determinations, not day-to-day operations, and must not be of a nature that would diminish management's rights as defined in Article 3 of this agreement.

**ARTICLE 3-RIGHTS OF THE EMPLOYER**

Section I. In the administration of this agreement, the parties shall be governed by all statutes and existing government-wide rules and regulations, including IAW 5 USC 71 and by subsequently prescribed government-wide rules and regulations implementing 5 USC 2302. (Prohibited Personnel Practices)

Section 2. Nothing in this article shall affect the authority of any management official IAW 5 USC Chapter 71 Section 7106-Management Rights:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- b. In accordance with applicable laws:
  - (1) 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;
  - (2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
  - (3) with respect to filling positions, to make selections for appointments from:
    - (a) among properly ranked and certified candidates for promotion,
    - or
    - (b) any other appropriate source; and
  - (4) to take whatever actions may be necessary to carry out the agency's mission during emergencies.

**ARTICLE 4-RIGHTS OF THE EMPLOYEES**

Section 1. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal; and each employee shall be protected in the exercise of such rights. Except as otherwise provided under 5 USC Chapter 71 Section 7102-Rights of Employees, such rights include the right:

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

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

## **ARTICLE 5-BASE LABOR MANAGEMENT COLLABORATION**

Section 1. The Employer and the Union agree that a constructive and cooperative working relationship between labor and management is essential to achieving the organization's mission and to ensuring a quality work environment for all employees. The parties recognize that this relationship must be built on a solid foundation of trust, mutual respect, and a shared responsibility for organizational success. The employer agrees to schedule a meeting on a semi-annual or on an as-needed basis to discuss issues arising from the Labor Management relationship agreed to in this agreement. Both parties agree to resolve matters in a professional and timely manner to meet the mission demands of the organization.

Section 2. Once per calendar year (or upon Union's emailed request to LRO), Employer will provide the Union with a list of bargaining unit employees by name, position title, series, organizational structure ID, office symbol, and Bargaining Union Status Code.

Section 3. Senior Leadership or Labor Relations Officer (LRO) and the Union President or their representatives will meet as necessary upon request of either party.

Section 4. Employer agrees to make available an electronic copy of this agreement on the 934 AW electronic media information page.

Section 5. The Employer agrees to include the Union on the new employee orientation checklist, provide new employees with Union Officer Letter in their newcomer's folders (CPS will include most recent letter union provided to LRO as of the date of each newcomer's sessions) and encourages the union to follow up with the BUE after Newcomer's Orientation has been completed.

Section 6: The Union will be involved at the pre-decisional level in discussions that affect bargaining unit members. The Union will be provided the opportunity to negotiate conditions of employment, i.e., personnel policies, practices, and matters whether established by rule, regulation, or otherwise affecting working conditions for BUEs (5 USC 7106 and 7114).

a. Prior to implementation of any change that is subject to Impact and Implementation (I&I) bargaining, the LRO (934 FSS/FSMC) will, in writing/email, notify the Union of the proposed change and ask whether the Union desires I&I Bargaining. The Union will have fifteen (15) calendar days after receipt of the written notice to request in writing, I&I Bargaining. Failure by the Union to request I&I Bargaining within this period will be deemed a waiver by the Union. If the Union timely requests I&I Bargaining, both parties will negotiate a schedule for discussions and negotiations of proposed change. Pending completion of negotiations, including resolution of any impasse by the Federal Service Impasse Panel, the Employer will not implement the proposed change unless required or authorized by law.

Section 7. Every effort should be made to resolve disputes at the lowest level possible, with local representatives of both parties first, i.e., BUE, Local 1997 Union Representative, Supervisors and Managers. There may be a need to consult with or request subject matter experts from outside agencies. If such assistance is required the requesting party will inform the other party of the request fifteen (15) calendar days prior to the meeting/negotiation.

Section 8. The Union and Employer mutually acknowledge that it is in the best interest of both parties that BUEs are aware of their right to representation. The Employer will annually inform all employees of BUEs right to union representation under 5 USC 7114(a) (2) (B) through standard communication methods. It is the Union's obligation to further educate its bargaining unit members of the process to request a representative for issues under 5 USC. 7114(a) (2) (B).

## **ARTICLE 6-UNION REPRESENTATION**

Section 1. The union may designate its own representatives. Within 30 calendar days of a change in the name of stewards and organizations represented, the Union will submit an updated Union Officer letter to the LRO via email. As a general practice, initial consultation in an organizational unit will be between a supervisor and the new steward whose Union assignment includes the organizational unit.

Section 2. Stewards are to perform and discharge their responsibilities and each is authorized to represent employees. As a general rule an employee seeking Union representation is encouraged to initially utilize the steward whose Union assignment includes the employee's organizational unit, listed on the Union Officer Letter.

Section 3. The "representative of the Union" for general administration and implementation of this agreement and matters with a base-wide implication will be President of Local 1997 or delegated authority. His/her receipt or acknowledgment of any notice or other communication from management shall be deemed to be a delivery to the Union.

Section 4. Formal Discussions. Pursuant to 5 USC 7114 (a) (2) the Union shall be given the opportunity to be represented at any formal discussion between one or more bargaining unit employees it represents and one or more representatives of the agency concerning any grievance or any personnel policy or practice or other general condition of employment. In order for a formal discussion to exist, it must include all of the following: (1) a discussion; (2) which is formal in nature; (3) between at least one or more agency representatives and one or more unit employees or their representatives; (4) concerning any grievance or personnel policy or practices or other general condition of employment.

- a. The Union representative may ask questions related to matters under discussion, make relevant remarks concerning those matters, and state the Union's position.

Section 5. Bargaining unit members, who receive disciplinary or adverse actions administered against them, shall be allowed to request union representation; management is encouraged to notify bargaining unit members of the right to union representation.

## **ARTICLE 7- USE OF OFFICIAL TIME**

Section 1.

- a. Official time for Union Representatives shall be administered in accordance with 5 USC Chapter 71, "The Federal Service Labor Management Relations Statute," as amended and this agreement. The purpose of official time is to provide Union Officials time in which to perform representational activities/duties including statutory responsibilities during normal working hours, without charge to annual leave, nor does it involve the loss of the Union Official's pay. This article provides an equitable process for allocation and approval of official time and recognizes that the appropriate use of official time benefits both Management and Labor. Official time can be granted in



increments up to 24 hours per pay period. Any additional time must be requested in writing to supervisor and agreed by both parties to be reasonable, necessary and in the public interest. (5 USC 7131) Specified duties include but are not limited to:

- (1) representing bargaining unit employees during formal discussions (e.g., grievances or discussions on the employee's working conditions).
  - (2) representing bargaining unit employees at examinations, investigation or disciplinary hearings.
  - (3) representing bargaining unit employees or the union in an arbitration hearing or an unfair labor practice hearing.
  - (4) preparing for and negotiating a collective bargaining agreement.
  - (5) bargaining with supervisors over the impact of a management decision and how the decision will be implemented (how it affects the unit employees' working conditions).
  - (6) representing the Union in Labor and Management Forum or in partnership activities
- b. Union officials must obtain approval from supervisors before leaving the work area to perform representational duties. Approval will be based on mission requirements. (For reference only AFI 36-815, 8.7.2 dated 5 September 2005)
- c. The union steward on official time should contact the supervisor of the employee to be visited regarding availability of the employee, prior to coming over to see the employee to ensure there is no mission hindrance.
- d. The union official/steward reports back to his/her supervisor on completion of representational activity.
- e. Official time is not granted for internal union business such as: Conducting elections for union officers

Distributing union literature  
Soliciting union membership  
Collecting dues  
Campaigning for union officers

Section 2. The Union will have use of official time to be used for training purposes. Such training will only be for those matters that are of mutual benefit to both the Employer and the Union. The Union will not use this time for training on internal Union business. The Union will notify Management of its intent to use time and will identify the individuals using the time, amount of time to be used, agenda and dates of training.

## **ARTICLE 8-USE OF OFFICIAL FACILITIES**

Section 1. The Employer agrees to provide bulletin boards for the use of the Union to post paper notices to its members. Information posted will not violate any law or regulation, or contain libelous material.

Section 2. At the request of the Union, the Employer will provide a meeting place for official meetings of the Union during the non-duty hours of the employees involved and when Management determines it feasible.

Section 3. The Employer will provide the Union with an office of approximately 250 square feet.

Section 4. The Union officials and stewards will be authorized the use of copying machines and computer systems at reasonable times when this equipment is not being used for normal business. Use will be limited to items of mutual benefit. Use of equipment must be approved by the controlling division/organization Chief or their alternate.

Section 5. Agency telephone directories and staff directories will contain the Union office telephone and facsimile numbers. The Union President, Treasurer and Steward telephone numbers will be published in the directories. The Employer agrees to allow distribution of Union newsletters and flyers through the base distribution system.

Section 6. The Employer agrees to provide the Union with two basic cellular phone lines and one land line.

Section 7. Electronic Mail

- a. The Union may communicate with Agency officials, bargaining unit employees, neutral third parties, or members of the public via the Agency's e-mail system. The Union will comply with all security measures enforced on other users.

- b. The Union may send messages to more than one recipient at a time under the same restrictions that Agency management applies to itself.
- c. The Union will be judicious in the use of attachments to e-mail messages. Attachments will be kept to a reasonable size, with the understanding that some documents, like arbitrators' decisions, can be lengthy.

## **ARTICLE 9-DUES WITHHOLDING ARRANGEMENTS**

Section 1. At any time there is a change in dues amount, the local union will send a memorandum to the LRO and Civilian Pay Rep by noon the Tuesday prior to payroll runs, noting the change. The new amounts will be deducted starting the first pay period following receipt by the payroll office unless a later date is specified on the memorandum. The memorandum must be signed by either the Union President or Treasurer. Dues shall not be changed more often than annually.

Section 2. The employee may submit a request to revoke his/her dues withholding authorization any time. Employees will submit their request for revocation of dues withholding to the Union. The Union will forward the request to the local Civilian Pay Office.

Section 3. The Employer is responsible for assisting employees in finding the prescribed allotment form (SF 1187). The Union is responsible for distributing the form to its members, certifying as to the amount of its dues, and informing and educating its members on the program for allotments for payment of dues, and availability of the form.

Section 4. An employee and Union completed allotment Form SF 1187 will be submitted to the payroll office if the employee meets the requirements for dues withholding, and processed by the next pay period. Forms submitted by employees who do not meet dues withholding requirements will be returned to the Union. An allotment may be submitted at any time and will be effective the first pay period following receipt by the servicing payroll office.

Section 5. An allotment shall be terminated when the employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action when this agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD, or when the employee has been suspended or expelled from the labor organization.

## ARTICLE 10-WORK SCHEDULES

Section 1. **Administrative Workweek:** Air Force workweek begins at 0001 Sunday and ends on the following Saturday at 2400. The calendar day on which a shift begins is considered the day of duty for that day even though the day extends into the next calendar day or into the next administrative workweek.

**Basic Workweek:** The days and hours of an administrative workweek which make up a full time employee's regularly scheduled 40-hour workweek.

**Work Hours:** Each work day begins no earlier than 0600 and ending no later than 1800. Core Hours for the 934 AW are 0800-1430. The basic workweek will be (5) five consecutive workdays of (8) eight hours each, normally Monday through Friday. Due to the nature of certain positions and their job duties, some workweeks will vary, i.e., Security Forces, Maintenance, Fitness Center Employees, etc.

**Breaks and Cleanup:** All employees are authorized two 15 minute paid breaks, one in the morning and one in the afternoon (during each 4 hours of consecutive work). A ten (10) minute clean-up period will be granted to each WG employee before meal period and at the end of their tour of duty. GS employees will be granted a five (5) minute clean up at the end of their tour of duty for work site security. Breaks cannot be consolidated for the purpose of shortening the work day. If an employee must work through a break due to work load requirements, they will be given a break at the earliest reasonable time.

(The Federal Employees Flexible and Compressed Work Schedules Act of 1982, 5 USC 6120) It is understood that Alternate Work Schedules (AWS) programs have the potential to enable managers and supervisors to meet their program goals while, at the same time, allowing employees to be more flexible in scheduling their work hours.

Management has the responsibility for working with employees in workload scheduling, employees also have an equal responsibility for ensuring that they can accomplish their work requirements while on an AWS. It is understood that supervision can be exercised by means other than having a supervisor present at all times, but this would be discussed and mutually agreed upon with employee and supervisor as there may be safety concerns involved with employees working alone. If the Employer deems that an AWS is being abused or performance expectations are not being met or negative mission impact due to the AWS, the Employer will notify the Union on a potential change to the AWS at the 934 AW or for a particular employee as necessary. Both parties understand and agree that the term "mission" includes timely completion of work and service to the customer. Management agrees to not suspend or terminate alternative work schedule programs within organizations until provisions of Article 5, Section 6 of this negotiated agreement have been met.

Section 2. ACCOUNTABILITY: Employees must be present for work during their elected and approved work schedule, unless in a leave status or authorized absence.

Section 3. WORK SCHEDULES: Employees will develop a regular schedule with their supervisors to ensure work center stability. Employees, with supervisor's approval, may work one of the following AWS work schedules:

a. Regular or Standard Schedule: 8 hours per day, 5 days per week, start, stop and lunch times are always the same with no deviations.

b. Gliding Schedule: 8 hours per day, 5 days per week; the start, stop and lunch times are flexible and must comply with Section 1 and 2 of this Article. Employees on a Gliding Schedule are encouraged to communicate any schedule deviations from their regular schedule, which may not require a leave status, with their supervisor.

c. Compressed Work Schedule:

1. 5-4/9; 9 hours per day for 8 days; 1 day for 8 hours and 1 day off during the pay period; start and stop times are fixed and must comply with Sections 1 and 2 of this Article.

2. 4/10: 10 Hours per day, 4 days per week and 1 day off each week. Start and stop times are fixed and must comply with Sections 1 and 2 of this Article.

d. Maxiflex Schedule: Employees on a Maxiflex Schedule work core hours on fewer than (10) ten workdays in the bi-weekly pay period and have a basic work requirement of 80 hours for the bi-weekly pay period. Eligible employees who desire to participate in the Maxiflex must be on duty or appropriate leave during the core hours of 0800-1430 on Tuesday, Wednesday and Thursday. This schedule also allows for a variation of the number of hours worked on a given day and the number of hours worked in a given week.

e. Employees on shift work may be included only if a schedule can be worked out that will provide full coverage and is approved by management. This means that shift workers and other essential personnel, as identified by the Employer, may be excluded from the AWS program and will follow the schedule that best fits the needs of the mission due to the nature of their job duties.

f. If an employee desires to change their initial schedule, a request may be submitted via e-mail. If the employer cannot approve an employee's request, the employee and employer will discuss possible alternatives. Employer will make every reasonable effort to honor an employee's request subject to constraints such as work requirements, mission impact and safety. It is understood that changes to the employee's work schedule will affect the entire pay period and will not take effect until the beginning of the pay period approved by the employer.

g. Should employees be scheduled for temporary duty away from their normally assigned duties, either because of other on-base assignments, TDY, or other approved absences away from this base, their participation in the AWS program may be suspended or adjusted until they return from those temporary duties. Should such temporary duty assignments impact upon the AWS schedules of co-workers, their participation may also be suspended or adjusted accordingly. The AWS program may also be temporarily suspended in accordance with the provisions of Section 1 of this article requiring changes in the administrative workweek.

**Section 4. LUNCH PERIODS:** A supervisor must grant at least a 30 minute lunch period and can grant more if so requested by the employee and mission allows. The lunch period is free from work and unpaid; which doesn't count toward hours worked.

For regular schedule and CWS employees, the lunch period duration will be 30 - 60 minutes (in 15 minutes increments). Additional time shall be in approved leave status. Breaks in working hours of more than 1 hour may not be scheduled in a basic workday (for reference only, 5 USC Section 6101 (a) 3(F)).

With employer approval, employees on approved flextime schedules, the lunch period duration will be at least 30 minutes not to exceed 120 minutes (in 15 minute increments) between 1100 and 1300 or in the middle of the employee's shift. Work requirements may be reason to restrict an individual's choice of lunch times and duration. Variations to this lunch period may be allowed due to workload or personal needs and upon supervisory approval.

As a rule, every effort will be made to schedule a lunch. Employees who are not afforded their lunch period due to mission requirements will be entitled to compensation, unless lunch can be taken between 1100 and 1300 or in the middle of the employee's shift. An employee may not choose to work through the lunch period and leave work early. That is, no employee will be allowed to schedule a workday and not schedule a lunch period.

Section 5. MISSION NEEDS: If the mission dictates, the supervisor may request a change in an employee's work schedule. Required schedule changes will be filled by volunteers first. If there are no volunteers who wish to change their schedule or not enough volunteers, unfilled requirements will be filled by employees with the least amount of creditable service (SCD for leave purposes). If there are more volunteers than needed, employees with the highest amount of creditable service (SCD for leave purposes) will have first choice. The maximum possible advance notice will be given to all employees.

Section 6. CREDIT HOURS: Employees working a flexible work schedules may earn credit hours with prior supervisor approval, during non-overtime hours when the start and/or stop time exceed 8 hours per day. Credit hours are at the election of the employee, with supervisor's approval, and shall not be utilized to avoid the payment or fair distribution of overtime; overtime is directed and approved in advance. A maximum of 24 credit hours may be carried over from pay period to pay period. Any earned credit hours in excess of 24 hours may not be carried forward into the next pay period and will be forfeited. The law prohibits CWS employees from earning credit hours.

Section 7: TELEWORK: To the extent that mission requirements are not jeopardized, employees who exhibit suitable work performance, conduct and occupy eligible positions are permitted to telework to the maximum extent possible.

Telework is not an entitlement and not all employees are eligible to telework. Requests to participate in the telework program (for reference only AFI 36-816 dated 13 November 2013) will be examined by management on a case-by-case basis.

## **ARTICLE 11-OVERTIME (OT)**

Section 1. OVERTIME. Overtime is defined at 934 AW as working over 40 hours in an administrative workweek or over 8 hours in a workday. The Union agrees that the administration of any necessary overtime work, (including the nature of work, the need for special skills, and the number of employees required) is solely a function of management. Opportunity for overtime assignments, including work on holidays, will be distributed and rotated equitably among those qualified employees according to seniority as follows:

1. First consideration for overtime will be given to those employees assigned to the job who volunteer and are under the supervisor or supervisors having the work performed.

2. If there are not enough volunteers within the work-center for the required overtime work, the Union will partner with the supervisor in finding volunteers outside the work center who are qualified to perform the overtime work. Volunteers will be selected based on seniority. (Highest amount of creditable service SCD for leave purposes) Declining the opportunity to volunteer for OT will be counted as having worked OT for purposes of distributing the overtime work.
3. When requirements cannot be filled by qualified volunteers, management reserves the right to direct mandatory overtime.
4. Directed Overtime: In directing overtime, the supervisor will make every effort to equalize overtime among the employees of the unit concerned who can perform the work required.

Section 2. CATEGORIES OF OVERTIME: There are 2 categories of overtime, scheduled and Unscheduled:

1. Scheduled overtime is programmed in advance of a known requirement. Employees will be notified as soon as the request is submitted for approval.
2. Unscheduled overtime is not known in advance. Affected employees will be notified as soon as reasonably possible.
3. First level supervisor(s) will maintain a record of individuals performing voluntary and directed overtime which will be made available in the event of overtime disputes. Such records will be maintained from January 1 to December 31.

Section 3. COMPENSATORY TIME: Compensatory time off may be granted at the request of an employee in lieu of overtime pay on a basis of time earned for time off. Employees earning a salary greater than that of a GS-10, Step 10 may be directed to be compensated in the form of compensatory time. Compensatory time may be earned and used in 15 minute increments. Compensatory time is separate from credit hours.

Section 4. Employees will be paid a minimum of two (2) hours call back overtime when called out on overtime outside of their normal tour of duty (reference 5 USC, Title 5, Chapter 5542 (b)).



## **ARTICLE 12-ANNUAL LEAVE**

Section 1. It is agreed that the use of accrued annual leave is an employee entitlement, but can be taken only with the approval of the supervisor. Employees may request leave without interference or coercion for any duration, for any time, and in any pattern they desire. Approval will be dependent on staffing and/or workload requirements.

Section 2. Tentative vacation leave schedules will be established in January of each year to ensure that all employees are given an opportunity to schedule and to use any leave available to them for the year. When conflicts in leave schedules occur and the conflict cannot be resolved by mutual agreement, the employee with the longest service as determined by leave service computation date will be entitled to the requested leave. Employees shall be permitted to exercise this entitlement to seniority scheduling for all leave schedules established in January. Thereafter, requests for leave schedules not established in January will be on a first-come, first-approved basis.

Section 3. Once employees have selected their vacation time, they shall not be permitted to change their selection when such change will disturb the choice of other employees or hamper the mission of the organization. Annual leave requested by an employee will be granted unless there is a justifiable and valid reason for disapproving it. Annual leave should only be canceled when required to meet a critical need and only after other options have been pursued to ensure the employees' use of scheduled leave.

Section 4. Annual leave not scheduled in advance, except where circumstances prevent, will be requested by telephone, text, or email normally within one (1) hour after the start of the shift to which assigned. Employees will leave a phone number where they may be reached, expected length of absence and any pending work that requires attention. Employees will also notify another approving authority in their workplace that they have left a message and repeat the information. The individual receiving the communication will relay the information to the primary supervisor. It is incumbent on the approving authority to notify the employee on the status of the leave request.

Section 5. A minimum staffing day policy may be allowed and leave may be granted, if requested, on days surrounding official holidays and individually specified religious observances. A minimum staffing day is defined as a day where the 934th Senior Leadership or delegated authority allows, as mission needs dictate the opportunity to close offices and services for that day. The granting of such leave will be dependent upon workload demands and approved by the employee's supervisor.

## **ARTICLE 13-PERSONAL SICK LEAVE**

Section 1. Personal sick leave is an employee's earned benefit and will be granted to the employee for appropriate absence as allowed by governing regulations.

Section 2. Sick leave not scheduled in advance, except where circumstances prevent, will be requested by telephone, text, or email normally within one (1) hour after the start of the shift to which assigned. Employees will leave a phone number where they may be reached, expected length of absence and any pending work that requires attention. Employees will also notify another approving authority in their workplace that they have left a message and repeat the information. The individual receiving the communication will relay the information to the primary supervisor.

Section 3. When an employee is absent for more than three (3) consecutive workdays and attended by a physician, a certificate from the physician may be required. If the employee is absent for more than three (3) consecutive workdays and not attended by a physician, the employee's personal written statement as to the nature of the illness, and that he/she was incapacitated for duty, may be accepted in lieu of a doctor's certificate with Supervisor discretion (For reference only, AFI 36-815 dated 5 September 2005).

Section 4. The Employer acknowledges that above average use or a high ratio of sick leave used to earned does not necessarily indicate sick leave abuse. The Employer will review the sick leave record and consider such matters as individual reasons for sick leave, medical documentation, consistent pattern, frequency and duration of sick leave used. When there is reason to believe that an employee is abusing sick leave, prior to issuing a sick leave restriction letter, the Employer may do the following:

- a. The employee shall be formally counseled and advised that future medical certification may be required.
- b. If the abuse continues, the employee may be required to furnish a medical certificate for each sick leave absence.
- c. If there is indication that abuse is happening, the supervisor may put the employee on a sick leave restriction letter with a timeline of follow up to ensure the abuse does not continue. It is the supervisor's responsibility to work with the LRO to ensure the letter is documented correctly. All such cases requiring counseling or submission of certificates shall be reviewed not later than six (6) months afterward. If no further abuse is indicated, the requirement will be removed.

## **ARTICLE 14-OTHER LEAVE**

Section 1. Voting. The Agency encourages employees to exercise their right to vote. If absentee voting is not available, and voting polls are not open at least 3 hours either before or after an employee's regular hours of work, employees may be granted administrative leave IAW government-wide rules and regulations (For reference only, AFI 36-815 dated 5 September 2005).

Section 2. Jury Duty. When an employee is called to serve as a juror on behalf of Federal, State or local government he/she will be granted court leave. Documentation from the courthouse or applicable county/state agency must be brought in to the supervisor for leave documentation purposes.

Section 3. Witness Service.

- a. Court leave is granted for employees who are summoned as a witness on behalf of any party in connection to any judicial proceeding to which the United States, the District of Columbia, or a state or local government is a party. NOTE: An employee who is summoned by the courts or assigned by the Air Force to testify in an official capacity or to produce official records on behalf of any party in any judicial proceeding is performing official duty and is not entitled to court leave, but is in an official duty status for the time involved.
- b. Leave for Participation in Suits between Private Individuals and Companies. Court suits between private individuals or companies in which the United States, the District of Columbia, or a state or local government is not an involved party do not entitle employees to court leave. Therefore, the time the employee-plaintiff spends testifying in his or her own behalf does not meet the requirement of having been summoned; therefore, granting court leave is not appropriate. Employees may request annual leave, credit time taken, or compensation time used IAW normal leave procedures to attend court as a witness in a civil case (For reference only AFI 36-815).

Section 4. Blood, Bone Marrow and Organ Donors. Management may request employee to provide documentation to verify donation. Upon request, subject to certification by a health care provider, administrative leave shall be approved for employees who serve as living donors for blood, bone marrow, organ and tissue donation or transplantation. The use of administrative leave can cover time for activities such as: donor screening, medical procedure, and recovery time. The length of absence from work can vary depending on

the medical procedure involved in the donation. Therefore, for longer periods of incapacitation, leave-approving officials shall approve annual and/or sick leave or LWOP in combination with the maximum amounts of administrative leave. Individual supervisors are discouraged from establishing a more restrictive shop policy that conflicts with the language in this section.

- a. **Blood Donations.** The Air Force encourages its employees to volunteer as blood donors without compensation. An employee should be excused from work without charge to leave for the time necessary to donate blood or blood products, such as platelets or plasma, for recuperation following blood donation, and for necessary travel to and from the donation site. The maximum excusable time should not exceed 4 hours, except in unusual cases. When the employee must travel a long distance or when unusual need for recuperation occurs, up to an additional 4 hours may be authorized. This does not cover an employee who gives blood for the employee's own use or receives compensation for giving blood. Employees who volunteer but are rejected as donors for that visit must return to duty or elect paid leave.
  
- b. **Bone Marrow and Organ Donation.** An employee is entitled to use 7 days of paid leave each calendar year (in addition to annual or sick leave) to serve as a bone-marrow or stem cell donor. An employee may use up to 30 days of paid leave as an organ donor. Bone-marrow or organ donor leave may be used, but is not limited to, such situations as blood testing, tissue testing, counseling, physical examinations, travel time, surgery, and recuperation. Employees who are screened, but not accepted as donors, are entitled to bone-marrow, stem cell, or organ donor leave for their absences in conjunction with their attempt to be donors. Medical procedures and recuperation depend on the circumstance of each case. Record this type of leave on the time and attendance documentation under administrative or other leave category. (See 5 USC 6327.)

## **ARTICLE 15-HOLIDAY**

It is agreed that scheduling of work on holidays or observed holidays shall be held to an absolute minimum subject to the mission requirements of the Employer. Holiday work will be accomplished by volunteers with the required appropriate skills as far as practicable. The Employer may relieve employees from a holiday assignment, if requested by the employee, and if another qualified employee in the same position volunteers for the assignment. Employees who, at the beginning of the calendar year, request not to work a specified holiday, will not be compelled to work that holiday if they

worked that holiday the preceding year until all employees in the same job have worked that holiday unless unusual circumstances such as illness, TDY, etc., prevent this.

## **ARTICLE 16-SUBSTANCE ABUSE**

Section 1. The Union and the Employer jointly recognize alcoholism and drug abuse as illnesses that are treatable. In addition, the parties recognize that personal, financial, marital, family, and legal issues, etc., may also contribute to behavioral and emotional problems. Each of these problems may cause poor attendance and unsatisfactory performance on the job. It is recognized that each problem has its own identity and will be treated as such.

Section 2. Employees who suffer from any one of these problems may have an adverse impact on their co-workers. The parties agree to support the Employee Assistance Program (EAP). In order to provide a better understanding of these problems, periodic training in the EAP will be made available to all employees.

Section 3. Any employee who participates in this program will be entitled to all of the rights and benefits provided to other employees who are sick, in addition to specific services and assistance that this program will provide.

Section 4. When a supervisor, through daily job contact, observes that an employee is experiencing difficulties in maintaining his/her job performance, the supervisor will discuss the apparent difficulties with the employee. If the employee is unable to correct his/her job performance difficulties through his/her own efforts; or if the problem appears to be drug or alcohol related, the supervisor will arrange to offer the employee confidential assistance and services that are outlined in the EAP. A mandatory referral may be ordered.

Section 5. The Employer will encourage employees who have been arrested for "Drunk and/or Drugged Driving" to meet with an EAP counselor or any outside organization for assistance and counseling with their problems. This is a voluntary action on the part of the employees.

Section 6. If disciplinary action is necessary for drug or alcohol problems, management will take into consideration whether or not the employee is enrolled in a treatment program in determining the disciplinary action.

## **ARTICLE 17-DRUG DEMAND REDUCTION PROGRAM**

Section 1. Drug testing will be conducted in accordance with AFI 90-508 dated 28 August 2014, and published Air Force directives that have been approved by the Department of Health and Human Services (HHS). The Air Force Drug Testing Plan and related documents will be made available in the servicing Civilian Personnel Office and the Union Office for review by employees.

Section 2. Employees directed for drug testing will do so during the employee's scheduled duty hours. Only urinalysis testing will be performed in the drug demand reduction program.

Section 3. An employee who occupies a drug testing designated position and has an initial positive urinalysis for reported illegal drug use may be disciplined. In addition, guidance contained in government wide rules and regulations will be adhered to for rehabilitation opportunities, return to duty procedures or administrative actions. Subsequent positive urinalysis results will be dealt with in accordance with government wide rules and regulations.

## **ARTICLE 18-DRIVING**

Section 1. An employee who has his/her state driver's license suspended or if the license is revoked, the employee's government license will be revoked; however, if a work permit (to drive to and from work) is issued by the state, the government license may be allowed to remain in effect.

Section 2. Should an employee's government license be revoked, the Employer will make every effort to assign the employee to non-driving duties within the position, reassign the employee to another position at the same grade, or demote to a lower-graded position prior to suspending or separating the employee.

## **ARTICLE 19-JOB CLASSIFICATION**

Section 1. Employees in the bargaining unit who believe that their position is improperly classified will first consult with their supervisor and division chief or equivalent official for information and guidance as to the basis for the classification of their position. Consultation may also be arranged for the employee by the employee's supervisor, as necessary, with appropriate representatives of the Civilian Personnel Section in an effort to resolve the employee's dissatisfaction informally.

Section 2. In the event employees' dissatisfaction concerning the classification of their position cannot be informally resolved, they will be informed by their supervisor or the Civilian Personnel Section as to the appeal channels that are available to them as prescribed by AFI 36-1401 dated 1 August 1997 (for reference only), Position Classification. They will be informed that they may designate a representative of their choosing.

Section 3. It is agreed that employees will be informed by their supervisors of any determinations to downgrade or upgrade their positions as a result of job classification action.

Section 4. Each employee and his/her supervisor will be furnished copies of the employee's job description and subsequent changes to the job description will be provided when changes occur.

## **ARTICLE 20-PROMOTIONS**

Merit promotions for bargaining unit employees will be in accordance with the Merit System Principles (for reference only 5 USC 2301(b)). Merit Promotions are defined as the system in which agencies consider an employee for vacant positions on the basis of personal merit. Vacant positions are usually filled through competition with applicants (current competitive service employees) being evaluated and ranked for the position on the basis of their experience, education, competencies' and performance.

## **ARTICLE 21-DETAILS, MANAGEMENT REASSIGNMENTS, AND SPECIAL PROJECTS**

Section 1. Definitions.

- a. Detail: A detail is when the Employer assigns an employee from one job description to another for a specified period of time. The Employer will initiate a Request for Personnel Action (RPA) for details of more than 30 days to effect this change. The employee returns to their former position at the expiration of the detail.
- b. Temporary Promotion: A temporary promotion is when the Employer assigns an employee from on job description to another at a higher grade for a specified period of time. The Employer will initiate a Request for Personnel

Action (RPA) for temporary promotions of no more than 120 days to effect this change. The employee returns to their former position at the expiration of the temporary promotion.

- c. Management Directed Reassignments: A management directed reassignment is when the Employer moves an employee from one job description to another on a permanent basis. The Employer will initiate a Request for Personnel Action (RPA) to effect this change. NOTE: Air Reserve Technicians are also impacted by military rank and AFRC policy.
- d. Special Projects: A special project is a set of duties assigned to an employee on an informal basis. These duties may be of a higher grade level than that which the employee holds. Throughout the duration of the special project the employee continues to be assigned and responsible for the duties in their current position description. When the special project ends, the Employer annotates the supervisor's record of employee file and takes these additional duties into consideration when completing the employee's performance appraisal.

Section 2. Documentation. The Employer agrees that employees shall be recognized for the work they perform. Therefore, details in excess of 30 days will be documented and maintained as a permanent record in the employee's electronic Official Personnel Folder (e-OPF). Details of 30 days or less will be annotated in the supervisor's employee folder. Following completion of repeated details accumulating 30 days or more, the supervisor will advise the employee to initiate documentation to update the e-OPF.

Section 3. Lower Graded Duties. If an employee is detailed to another position, the time not performing the regular duties because of the detail cannot be used as a basis for lowering the appraisal of the work accomplished in the official position. Appraisal of performance while on the position to which the employee is detailed will be accomplished IAW governing regulations. Details to lower graded duties officially assigned by management which are outside an employee's position shall not result in loss of recorded or credited time in the grade of the employee's permanent position.

Section 4. Appropriate Use of Detail. Details shall be used to meet temporary needs of the Employer's work program when necessary services cannot be obtained by other means. This includes, but is not limited to: meeting unusual workload demands, special projects or studies, change in mission or organization, or employee absence. Recurring details to vacant positions, or duties not comprising a position, that would provide experience for higher graded positions will be rotated fairly and equitably among



qualified employees or, if management chooses, filled competitively IAW the Merit System Principles. Details or a series of rotating details will not be used for the purpose of avoiding a temporary or permanent promotion. Details will not be used to reward or punish employees.

## **ARTICLE 22-TRAINING**

Section 1. If Management anticipates that training will lead to promotional opportunities, selection for such training shall be in accordance with the Merit System Principles.

Section 2. At the request of an employee, the Employer will counsel the employee about currently known skills shortages on base for which further training may qualify the employee for reassignment or promotion.

Section 3. Job Related Training: Job related training is that education, training or other developmental activity which is required by the Employer, funded by the Employer and accomplished on the Employer's time.

Section 4. Self-Development: Self-development is that education, training or other developmental activity which is self-initiated, funded by the employee and accomplished on the employee's own time to better qualify the employee for his or her work or profession, or to contribute to his or her career opportunities. All employees are encouraged to participate in self-development activities in order to better qualify themselves in their general overall growth and enlightenment as individuals.

Section 5. Training/Certificates/Licenses: Prior to the selection for the position any training, license and/or certification identified as a condition of employment must be paid by the candidate. Any new requirement for training, a license, and/or a certification for an assigned position must be paid for by the employer. Recertification and continuing education credits required by the assigned position will be paid for by the employer. NOTE: Civilian employees will purchase commercial driver licenses (CDL) at their own expense and subsequent renewals and endorsements (for reference only AFI 24-301 dated 10 October 2013).

## **ARTICLE 23-PERFORMANCE APPRAISALS**

Section 1. The performance appraisal plan provides for evaluating an employee's performance based on objective criteria related to the employee's position. An employee's disagreement with his/her performance appraisal rating may be processed by the grievance procedure (which includes Alternative Dispute Resolution.)

Section 2. The performance appraisal plan will be based on an employee's specific contributions to the unit's mission-what did the employee do, how well was it done, and what impact it had on mission accomplishment. Employees are encouraged to review the core document with their supervisor for their position; however, the final decision on the approved document rests with management.

Section 3. Unacceptable performance matters may be addressed by the Employer through Title 5 USC Chapter 75, Adverse Actions or Title 5 USC Chapter 43 Performance Appraisal authority. If addressed through Title 5 USC Chapter 43 authority, the procedures in Section 6 of this article will apply. If addressed through Title 5 USC Chapter 75 authority, the procedures in Article 26, Discipline and Adverse Actions will apply.

Section 4. After proposing a demotion or removal for any unacceptable performance matters addressed under Title 5 USC 43 authority, the employee will be given a fifteen (15) calendar day period to respond to the proposed action.

Section 5. Performance appraisals will be based on the performance of an employee in the current appraisal period using the duties from the approved core document and other matters of record.

Section 6. Performance Reviews:

- a. Supervisors will provide mid-year performance counseling sessions. The timeframe for providing mid-year progress reviews to employees will be September and October.
- b. At least one progress review of the employee's performance against all the duties of the core document will take place during the appraisal period, normally at the midpoint. AF Form 860B will be used to document this review. An annotation at the midpoint of the scale indicates that the employee is performing his/her duties in a "passing" manner.
- c. If anytime during the appraisal period, performance declines to a "needs significant improvement" determination, a progress review will be conducted with a follow up progress review prior to the end of the appraisal period. If necessary, an "official" Performance Improvement Plan (PIP) must be initiated. Any established PIP will be done with coordination of the Civilian Personnel Section.

- d. Positive comments on the progress review form are encouraged.

## **ARTICLE 24-PERFORMANCE AWARDS**

Section 1. The granting of a cash award or Time Off award, individually or in combination, must be consistent with the requirements of Air Force Instructions 36-1001, managing the Civilian Performance Program, for reference only dated 1 July 1999, and 36-1004, The Air Force Civilian Recognition Program for reference only, dated 13 January 2012.

Section 2. No employee is "entitled" to a performance award or to a specific amount of a performance award. The receipt of previous performance awards does not guarantee or mandate future awards.

Section 3. A supervisor's recommendation of a performance award is subjective. Supervisors must be able to affirmatively justify their recommendation to grant or not to grant an award and the amount recommended. The monetary award approval level will be at the wing commander or their delegated authority.

Section 4. Performance cash awards may be approved as a percentage of an employee's salary or specific dollar amount. There is no minimum percentage or dollar amount prescribed for an award.

Section 5. It is the responsibility and authority of the respective supervisors to document their award recommendation in bullet format in Part C of AF Form 860A. Supervisors will discuss performance with employees at the performance review.

- a. Matters to consider in making this award recommendation determination include the employee's level of performance and its impact on the mission of the shop, division, group, wing, command or Air Force. Affirmative recognition by others, such as higher level organizations, co-workers and customers, may serve as a basis for recommending a performance award.
- b. In addition, blocks 2 through 6, and 7 if applicable, of AF Form 860B may be considered with all other aspects of one's performance in determining entitlement and amount of a performance award.
- c. Time Off awards may also be granted in lieu of, or in addition to, a specific cash performance. The maximum amount of any Time Off award for a single

contribution is forty (40) hours. Employees working a typical eighty (80) hour pay period may be awarded a total time-off of eighty (80) hours during any leave year.

## **ARTICLE 25-OFFICIAL RECORDS**

Section 1. It is agreed that entries on the supervisor's employee record, may be positive or negative comments. All entries will be discussed with the employee and the employee will initial and date each entry. Such initialing will signify that the employee has read the entry. It does not signify agreement or disagreement with the entry. The employee shall have the right to have a rebuttal statement placed in the supervisor's employee record and, if desired, have a copy of the supervisor's employee record. If the employee chooses not to sign any entries or documents, the supervisor will contact a union official who will sign the entry or documents for verification that the employee did see such entries or documents.

Section 2. Instances not documented in the supervisor's employee record will not be used for future administrative actions. Entries or documents deemed necessary for inclusion in the supervisor's employee record will be accomplished in a timely manner while the information is fresh and readily available. Normally, these entries or documents will be entered within ten (10) calendar days or as soon as the facts of the matter are known to the supervisor. This time limit will only be extended upon showing of good cause as to why the time limit could not have been met.

Section 3. The requirements in sections 1 and 2 of this article may be waived in circumstances where the employee is not available for counseling such as being absent without leave (AWOL) for an extended and unreasonable period of time or for situations in which the crime provision, AFI 36-704 dated 22 July 1994 (for reference only), Discipline and Adverse Actions. The crime provision is when there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. In these situations, the employee is still entitled to respond to any proposed adverse action as specified in AFI 36-704 used for reference only, dated 22 July 1994.

Section 4. All records of questioning and counseling, or documentation of oral admonishment(s) shall be removed from the supervisor's employee record after 24 months. Items can be removed at an earlier date if negotiated and agreed to by the supervisor and the employee.

## ARTICLE 26-DISCIPLINE AND ADVERSE ACTION

Section 1. The parties agree to the concept of progressive discipline, designed to correct and improve an employee's conduct or performance, rather than to punish. Supervisors counseling employees on inappropriate conduct or performance will be done in a timely manner. However, the severity of the offense may require appropriate disciplinary action to be initiated without the need for previous counseling sessions. Supervisors should avoid bringing forth separate causes of actions in one proposed disciplinary action unless a relationship between the actions can be identified. All disciplinary actions must be coordinated through the Civilian Personnel Section (CPS).

### Section 2.

- a. Disciplinary action is defined as oral admonishment, written reprimand, suspension, removal or reduction in grade or pay. Alternative disciplinary sanctions will also be considered. Counseling sessions are not disciplinary actions.
- b. The following are also adverse actions: removals, suspensions of more than fourteen (14) calendar days, reductions in pay or grade or furlough for thirty (30) calendar days or less. It does not include a suspension or removal under 5 U.S.C. 7532 or a reduction in grade or removal under 5 U.S.C. 4303.
- c. Actions resulting from reduction-in-force are not covered by this article.

### Section 3.

- a. If the employee believes disciplinary action may result, before being questioned or counseled, the employee has the right to request a representative be present. If during a questioning or counseling, the employee decides that a representative is desired, the session will cease until arrangements can be made for the representative to be in attendance.
- b. The Employer will provide the employee an opportunity to review all documents pertaining to the case. The Employer will provide two (2) copies to the employee of all documents used to build their case.
- c. All questioning will be done in private. Information will not be disclosed to those who do not have a need to know.

Section 4. A notice of proposed adverse action shall be given to the employee at least thirty (30) calendar days prior to the proposed effective date. The employee then has seven (7) calendar days to respond. The Employer will issue a notice of decision within seven (7) calendar days after the receipt of the employee's response. The employee may appeal the decision through the negotiated grievance procedure. The thirty (30) calendar days advance written notice is not required when there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. Time limits within this article may be extended when adherence to the stated time limits are not possible. Reasons for extensions will be submitted in writing by either party.

## **ARTICLE 27-GRIEVANCE PROCEDURE**

Section 1. The purpose of this article is to provide a procedure for the consideration of grievances. This negotiated procedure shall be the exclusive procedure available to the Employer, the Union, and the employees in the bargaining unit for resolving grievances that fall within its coverage. However, any employee or group of employees in the bargaining unit may present such grievances to the agency and have them adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the agreement and the Union has been given an opportunity to be present at the grievance procedure, presentation and adjustment.

Section 2. Scope: A grievance means any complaint:

- a. by any bargaining unit employee concerning any matter relating to the employment of that employee;
- b. by the Union concerning any matter relating to the employment of any bargaining unit employee;
- c. by any bargaining unit employee, the Union, or the Employer concerning;  
(1) the effect or interpretation or claim of breach of a collective bargaining agreement; (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;
- d. Except that it shall not include a grievance concerning:
  - (1) any claimed violation relating to prohibited political activities;
  - (2) retirement, life insurance, or health insurance;

- (3) a suspension or removal for National Security reasons;
- (4) any examination, certification or appointment relating to initial employment which includes termination of a probationary employee;
- (5) the classification of any position which does not result in the reduction in grade or pay of an employee
- (6) the non-selection from a group of properly ranked and certified candidates

Section 3. This negotiated procedure and Article 28, Administrative Dispute Resolution (ADR), shall be the exclusive procedures available to the Union and the employees in the bargaining unit for resolving such grievances except as provided in Section 4 of this Article.

Section 4. Appeal and Grievance Options:

- a. An aggrieved employee affected by discrimination, a removal, a reduction in grade or pay based on unacceptable performance, a suspension or furlough may, at his/her option, raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both.
- b. For the purposes of this section and pursuant to 5 USC. 7121(d) and (e) (1). An employee shall be deemed to have exercised his/her option under this section only when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated procedure.

Section 5. Question of Grievability - In the event either party should declare a grievance non-grievable or non-arbitral, the original grievance shall be considered amended to include this issue. The Employer agrees to raise any question of grievability of a grievance prior to the time limit for the written answer in Step 2 of this procedure. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 6. Bargaining Unit Employee grievances:

(Step 1) BUE grievances under this procedure will be orally presented by the concerned employee to the immediate supervisor. Remedies sought by an individual complainant

must be personal to the complainant. A BUE desiring representation during this procedure must designate in writing his/her representative, who will then attempt, with the supervisor, to resolve the grievance. The initial discussion must be made within seven (7) calendar days of occurrence of the event or the date the BUE became aware of or in receipt of the decision that gave rise to the grievance. The supervisor will attempt to resolve the matter expeditiously and will give the complainant his/her decision within seven (7) calendar days after the discussion.

(Step 2) If the grievance is not resolved to the BUE or Union's satisfaction under the Step 1 procedure, the aggrieved BUE and/or his/her Union approved representative may, within seven (7) calendar days, after the decision in Step 1, notify their intent to file a formal written grievance, to the division chief or equivalent management official. The union representative will submit the grievance in writing, within fifteen (15) calendar days, to the division chief or equivalent management official. This written submission may be accompanied by an oral presentation. The written grievance, will include as a minimum, complainant's name, address and phone number; the specific nature of the grievance, including the pertinent article and section of this agreement; the corrective action desired, which must be personal to the complainant; the name, address and phone number of any representative, and the effort made to resolve the grievance under Step 1 of this procedure. In group complaints, the group will also designate, in writing, the spokesperson to act for the group in dealing with management. Reasonable time during working hours will be allowed for the BUE or group spokesperson and the union approved representative to discuss, prepare for, and present such written grievances. The division chief or equivalent management official will notify the aggrieved BUE of the decision, in writing, within seven (7) calendar days after receipt of the grievance.

(Step 3) If the decision in Step 2 is not acceptable to the BUE or Union, the aggrieved BUE and/or his/her Union approved representative may, elevate the matter within seven (7) calendar days after receipt of the decision, submit the matter, in writing, with an oral presentation if requested by the grievant, to the appropriate Group Commander in the chain of command. A decision from the Group Commander will be rendered within seven (7) calendar days after receipt of the grievance at that step. For those divisions that do not have a Group Commander, they will go directly to Step 4.

(Step 4) If the decision in Step 3 is not acceptable to the BUE or Union, the aggrieved BUE and/or his/her Union approved representative may elevate the matter in writing within seven (7) calendar days to the Wing Commander. The Wing Commander's decision will be rendered within seven (7) calendar days after receipt of the grievance.



(Step 5) If the decision in Step 4 is not acceptable to the BUE or Union, the aggrieved BUE and/or his/her Union approved representative may refer to section 10 of the current article or Article 28 (ADR).

Section 7. Employer Grievances: An Employer initiated grievance will be filed by the Commander, 934 AW or designated authority, with the Union President after informal discussion with the Union President or his/her designated representative. The written presentation will include, as a minimum, the specific nature of the grievance, including the pertinent article and section of this agreement and the corrective action desired. The Union President will render his/her written decision within seven (7) calendar days of receipt of the written grievance.

Section 8. Time limits within this article may be extended when adherence to the stated time limits are not possible. Reasons for extensions will be submitted in writing by either party.

Section 9. An employee or group of employees may not select a representative other than the Union. This does not preclude an employee from presenting his/her own grievance without representation.

Section 10. If the Employer and the Union fail to settle any grievance processed under this negotiated grievance procedure, the grievance may be submitted to arbitration. Notice of intent to invoke arbitration must be submitted in writing by the aggrieved party to the other party within thirty (30) calendar days after receipt of the other party's final decision. Within seven (7) calendar days from the date of receipt of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons from within the Minneapolis-St. Paul Metropolitan area qualified to act as arbitrators. The parties shall meet within ten (10) calendar days after the receipt of such list. If they can't mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of five (5) and will then repeat this procedure. The remaining person shall be the duly selected arbitrator. If for any reason either party refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be requested to make a direct designation of an arbitrator to hear the case. The arbitrator's fees, any necessary per diem and travel expenses of the arbitrator, and the expenses of the arbitration, if any, shall be borne equally by the parties. Travel and per diem will be paid at not more than the maximum rate payable to the Department of Defense employees under the provisions of the Joint Travel Regulations. If the arbitrator considers a hearing is warranted, the arbitration hearing will be held, if practicable, on the Employer's premises during the regular day shift hours of the basic workweek. Air Force employees

required by the arbitrator to testify during the hearing shall be in a duty status. The arbitrator will be requested to render his/her decision as quickly as possible. The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority if the award is deficient:

- (1) because it is contrary to any law, rule, or regulation, or
- (2) on other grounds similar to those applied by federal courts in private sector labor management relations.

### **ARTICLE 28-ALTERNATIVE DISPUTE RESOLUTION (ADR)**

Section 1. In an effort to help the 934th Airlift Wing employee's resolve disputes, a voluntary ADR service will be offered. Disputes brought by either party may be resolved using ADR. The method of ADR at this time is mediation. In the future, other methods of ADR may be offered.

Section 2. Labor and Management will agree who gets selected and assigned as trained mediators. All ADR proceedings shall be informal in nature and held in a neutral location. Any new information brought out in the mediation process will not be used in the grievance by either party.

Section 3. If the mediation cannot resolve the dispute and no settlement is reached, either party still reserves the right to file a grievance in accordance with the labor agreement. If the grievance procedure has started, the parties may, at any step of the grievance, still seek ADR. The use of the ADR service will extend the labor agreement time limits until after completion of the ADR.

### **ARTICLE 29-UNFAIR LABOR PRACTICES (ULP)**

Section 1. Both parties agree that, before filing an unfair labor practice charge with the Federal Labor Relations Authority (except in cases involving apparent violations of 5 USC 7116 (b) (7), either party will provide the other party with a copy of the proposed charge and meet, on request, to discuss the matter and consider ADR prior to formal filing of the ULP.

Section 2. To the extent that provisions of the directives issued under authority of the local commander are in conflict with this agreement, the provisions of the agreement shall govern at all times and be enforced by both parties.

### **ARTICLE 30-HEALTH AND SAFETY**

Section 1. The Employer agrees, to the full extent of its authority and within the Employer's capability, to make every effort to provide a wholesome, safe, and healthful working climate of safety consciousness in all supervisors and employees; ensure prompt and complete reporting of on-the-job injuries to the Office of Workers' Compensation Programs (OWCP), Department of Labor (DOL), so that a fair and equitable settlement can be made. The Union agrees to support the Air Force Safety and Occupation Health Program through encouragement to all employees to conscientiously abide by established programs, such as:

Asbestos Abatement	Blood-borne Pathogens
Confined Space	Ergonomics
Hearing Conservation	Respiratory Protection
Wellness	Snow Removal Program

The Employer agrees to a continuing program of education and training on the above programs and acknowledges that changes in these programs will be coordinated with the Union prior to finalization.

Section 2. When employees detect what they believe to be an unsafe working practice, they will immediately report it to their supervisor. If agreement cannot be reached, the employee and the supervisor will immediately relay the disagreement to the Base Safety Officer and/or Bioenvironmental/Public Health Office for resolution.

Section 3. The Employer shall take steps within its capability to arrange for competent medical service and adequate facilities for the emergency treatment of cases resulting from injuries obtained while in duty status.

Section 4. No employees shall be allowed or required to work on a hazardous job or machine with which they are unfamiliar until they have received instruction in the performance of the job and can demonstrate an ability to perform it safely.

Section 5. The Union and the Employer agree to cooperate in the development and implementation of industrial health programs.

Section 6. The Employer agrees to provide to employees any required tools and safety or personal protective equipment and devices necessary to provide protection of employees from hazardous conditions encountered during the performance of official duties. The Union agrees that the use of monitoring equipment is necessary to determine exposure levels.

Section 7. Should office temperatures become so hot or cold that they become health threatening; the employee shall be relocated to another work site, until the problem can be corrected. Adequate ventilation shall be provided so as to reduce harmful concentrations of chemical irritants. Windows that open will be considered in new construction.

Section 8. The employer will provide a clean and adequate break room in designated areas. Each break room will be provided in accordance with applicable regulations where possible. Break areas will be incorporated into all new facilities as mandated by those same regulations.

Section 9. The Employer will provide one (1) individual locker for Wage Grade employees, if they request it. One additional locker will be provided for these personnel who work with asbestos or other environmentally hazardous material if recommended by representatives of the Occupational Health Services function and/or Safety Office. The Employer will attempt to provide adequate sanitary washroom facilities, where feasible, with sufficient hot water. Such facilities will be kept clean and have adequate heat.

Asbestos contaminated clothing will be laundered commercially at the Employer's expense.

Section 10. When government sponsored training is available and determined to be mutually beneficial, the Employer agrees to provide training for the Union's two (2) safety representatives. When Union-sponsored training is available, the safety representatives may be allowed to attend, without loss of pay or charge to leave, with the approval of their supervisor.

Section 11. The Union will have one (1) representative on the Base Safety Committee and one (1) representative on the Local Federal Field Safety Council.

Section 12. The Base Physical Fitness Center is available to all employees during the Center's hours of operation. The use of the Physical Fitness Center during duty hour hours will be IAW DoD and Air Force physical fitness program.

Section 13. When outdoor working conditions become so hot or so cold that additional rest periods are recommended, American Conference of Governmental and Industrial Hygienists (ACGIH) threshold limits will be used as a guideline.

### **ARTICLE 31-ENVIRONMENTAL DIFFERENTIAL PAY (EDP)**

Section 1. When members of the bargaining unit believe that they are performing duties that warrant consideration for either environmental differential and physical hardship or hazard pay, they will discuss their reasons with their immediate supervisor and division chief or equivalent official. The supervisor will refer the problem to Safety and Bio-environmental health for a determination as to EDP entitlements.

Section 2. Environmental differential and physical hardship and hazard pay will be paid according to applicable regulations.

### **ARTICLE 32-SPECIAL PURPOSE CLOTHING, PERSONAL PROTECTIVE EQUIPMENT-TOOLS**

Section 1. Employer agrees to supply Personal Protective Equipment (e.g. coveralls) for all employees whose duties involve abnormal exposure to corrosive or toxic agents, inherently hazardous operations, or abnormal wear/tear to his/her normal work clothing in hazardous, environmental conditions to include cold weather (for reference only AFI 91-203 dated 15 June 2012).

Section 2. Employer agrees to supply all supplies, tools and equipment necessary for work/job related duties.

Section 3. Each individual organization is responsible for funding Personal Protective Equipment.

Section 4. Security Forces personnel will receive a clothing allowance (for reference only AFI 31-122 chapter 4 dated April 2013).

### **ARTICLE 33-EQUAL EMPLOYMENT OPPORTUNITY**

Section I. The Union agrees to support the Employer in carrying out federal hiring Equal Employment Opportunity programs, which includes the Special Emphasis Program.

Section 2. The Union may have two (2) representatives trained on the Equal Employment Opportunity programs.

### **ARTICLE 34-UPWARD MOBILITY**

The Employer, where possible, will make an effort to provide lateral reassignments, developmental positions, and bridge positions for employees.

### **ARTICLE 35-REDUCTION-IN-FORCE**

Section 1. To avoid the necessity for a reduction-in-force or reduce the number of employees to be affected, excused absence to interview for other jobs will be granted as determined appropriate by the leave approving official, consistent with work requirements. Employees will notify their supervisor of the pending appointment time and date. Questions as to appropriateness of the use of excused absence will be referred to the Civilian Personnel Section (CPS).

Section 2. The employer will provide assistance and guidance to adversely affected employees regarding completion of resumes and applications. Necessary application completion and registration in placement programs guidance and processing will be allowed during official duty time by making arrangements for such service through the immediate supervisor.

Section 3. A request for special authority from the Office of Personnel Management through proper AF channels, to offer voluntary early retirement will be made by the CPS in those situations where such a request can be considered.

Section 4. Employees affected by reduction-in-force will be individually shown, by the CPS, the retention register upon which their name appears and those other registers at and below their grade level which affect them. Upon request, an employee may be accompanied by a Union official.

Section 5. The applicability of the provisions of 5 USC 4103, Establishment of Training Programs, will be explored by the CPS in as much as implementation is not totally within the authority of this agency.

Section 6. The competitive area for reduction-in-force purposes is all positions serviced by the 934 AW CPS.

Section 7. Employees to be separated by RIF will be given at least sixty (60) days advance specific written notice prior to separation. Exceptions to this sixty (60) day notice may be granted in accordance with governing regulations.

Section 8. Employees must respond, in writing, to position offers of assignment within five (5) working days of the date of receipt of the offer. Failure to respond within this time limit will be considered a declination of the offer.

Section 9. When it is known that a RIF will affect a substantial number of employees, management will consider implementing a limited hiring and placement freeze.

Section 10. The Employer will use minimum qualifying standards if it is determined by management that, in so doing, the employee with minimum qualifications would be able to successfully perform all critical elements of the position upon assignment and, would not impose an undue interruption as defined in controlling directives.

Section 11. If no one identified for release from a competitive level is qualified for a specified vacant position, the Employer may waive qualification standards IAW controlling directives for vacant positions, if in so doing, the employee would be able to perform the assignment without interruption as defined in controlling directives.

## **ARTICLE 36-INCLEMENT WEATHER OR EMERGENCY CONDITIONS**

Section 1. If it becomes necessary to close the installation:

- a. During normal duty hours, notification to employees will be made through supervisory channels and/or normal notification systems. During non-duty hours supervisors may contact employees through pre-established recall procedures or employees can call 612.713.5934 for an up to date message with reporting instructions. It is the employee's responsibility to verify that the installation is closed. If the installation is open for normal business and the employee decides not to come to work, normal leave procedures are required.
- b. If the installation is closed, employees may be granted administrative leave.
- c. If an employee is in an approved leave status at the time the base is closed, they will remain on that leave status and will not be granted administrative leave.

## **ARTICLE 37-TEMPORARY DUTY**

Section 1. When it is within the administrative control of the Employer, employees shall receive their travel orders and information sheet on arrangements for quarters and transportation sufficiently in advance.

Section 2. Work schedules will be changed to reflect TDY requirements.

## **ARTICLE 38-OFFICIAL TRAVEL**

Section 1. Compensation and Travel. To the maximum extent practicable, time spent in travel status away from employee's official duty station will be scheduled by the Employer within the normal working hours. Where it is necessary that travel be performed within regularly scheduled duty hours on a non-duty day, the employee will be compensated IAW Fair Labor Standards Act (FLSA) and 5 USC.

Section 2. Continuation of Approved Travel Expenses. Employees who are unable to arrive at, or return from, their destination during regular duty hours will be reimbursed for authorized travel expenses, in accordance with the Joint Travel Regulations, provided said inability to arrive or return is due to travel conditions beyond the employee's control.

## **ARTICLE 39-EFFECTIVE DATE AND DURATION OF THIS AGREEMENT**

Section 1. This Agreement is effective on the date of approval by the Department of Defense. In the event the Agreement is neither approved nor disapproved by DoD, the Agreement is effective thirty (30) calendar days following signature by the parties. In the event DoD disapproves words, sentences, paragraphs, or articles in accordance with 5 USC 7114 (c), the parties will meet within seven (7) calendar days to reopen negotiations on those issues only and the remainder of the Agreement will take effect. The duration of this Agreement is five (5) years from the date of signature by both parties.

Section 2. Either party may give written notice to the other not more than one hundred five (105), nor less than sixty (60), days prior to the expiration date of this Agreement, requesting to renegotiate this Agreement. All Articles in this Agreement which comply with all statutes and existing government wide rules and regulations, as defined IAW 5 USC 7100 and by subsequently prescribed government wide rules and regulations



implementing 5 USC 2302 will remain in full force and effect during renegotiations until such time as a new Agreement is approved.

Section 3. If neither party serves notice to renegotiate this Agreement, under the provisions of Section 2 above, the Agreement shall automatically be renewed for a two (2) year period, subject to the other provisions of this Article.

Section 4. Should any part of any provision of this Agreement be rendered or declared invalid or illegal by any reason of any existing statutes and/or existing government wide rules and regulations, as defined IAW 5 USC 7100 and by subsequently prescribed government wide rules and regulations implementing 5 USC 2302 the invalidation of such part or provision of this Agreement shall not invalidate any of the remaining parts or provisions of this Agreement, and they shall remain in full force and effect.

#### **ARTICLE 40-CONTRACT INTERPRETATION TEAM (CIT)**

Section 1. The CIT will consist of all members of the negotiating team. A quorum for any meeting will be the same as the rules for negotiations, that is, a consensus by the attending members to meet, with at least two members from each group present.

Section 2. With respect to the interpretation of contract language:

- a. If requested by the Labor Relations Officer and the Union President, a Contract Interpretation Team may render an opinion and direct action on specific issues involving matters of working conditions, permissive subjects, grievances, and negotiability. The CIT is, in effect, an Alternate Dispute Resolution (ADR) body.
- b. With respect to actions by management or union, if an opinion is requested from the CIT, the clock is stopped, as with mediation, until an opinion is offered (suggested maximum time 2 weeks).
- c. By consensus, the CIT may apply an interpretation of the contract binding on union and management. It may direct the Union and the Employer to an earlier phase of ADR if the decision is made in respect to a dispute.
- d. The CIT may appoint a fact finder and/or use subject matter experts. A decision by the CIT may be used by the Union or the Employer in the ADR system.

Signed this FIRST day of SEPTEMBER 2015

For the 934th Airlift Wing

For Local 1997 AFGE

Colonel, USAFR

Local 1997

**APPROVED BY THE DEPARTMENT OF DEFENSE ON:** ~~October 19, 2015~~ <sup>October 19, 2015</sup>

**CONTRACT EXECUTION AND EFFECTIVE DATE:** ~~October 19, 2015~~ <sup>October 19, 2015</sup>

**CONTRACT NEGOTIATION TEAM**