

**LABOR-MANAGEMENT  
AGREEMENT**

**Luke Air Force Base, Arizona**

**and**

**Local 1547**

**American Federation of Government  
Employees (AFL-CIO)**

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## **PREAMBLE**

Pursuant to policy set forth in Title VII, Public Law 95-454, known as the Civil Service Reform Act, Title V of the United States Code, and subject to all applicable Executive Orders, statutes and regulations issued by higher authority, the following articles constitute a "General Agreement" by and between Luke Air Force Base, Arizona, an installation of the United States Air Force, hereinafter referred to as the "Employer" or "Management," and Local 1547, American Federation of Government Employees, AFL-CIO, Luke Air Force Base, Arizona, hereinafter referred to as the "Union."

**ARTICLE I**  
**RECOGNITION**

**Section A**

The Employer (Luke AFB) recognizes the Union as the exclusive bargaining representative for all employees as described in Section B. The Union agrees to represent fairly and equitably the interests of all employees within the bargaining unit with respect to grievances, personnel policies, practices and procedures and other matters affecting their conditions of employment. Management recognizes that participation of employees in the formulation and implementation of personnel policies affecting them contributes to the effective conduct of Air Force business; that the effective administration of the Air Force and the well-being of its employees requires that orderly and constructive relationships be maintained between the Union and management officials; and that effective employee-management cooperation in the public service requires a clear statement of the respective rights and obligations of the parties.

**Section B**

The bargaining unit to which this Agreement is applicable is composed of all eligible Air Force employees paid from appropriated funds and serviced by the Luke Air Force Base Civilian Personnel Flight except supervisors, management officials, professional employees, confidential employees and employees engaged in personnel work in other than a purely clerical capacity.

**ARTICLE II**  
**PURPOSES SERVED BY THIS AGREEMENT**

The Employer and the Union enter into this Labor-Management Agreement, which will have for its purposes the following:

1. To establish a basic understanding relative to personnel practices, policies, procedures and other matters affecting conditions of employment.
2. To provide a means for amicable discussion and adjustment of matters which are of mutual interest.
3. To promote fair and reasonable working conditions.
4. To promote improved programs designed to aid the employees in achieving their acknowledged and recognized objectives.
5. To promote the highest degree of morale and responsibility in the United States Air Force.
6. To provide for the prompt adjustment of any differences arising between the parties on matters covered by this Agreement.
7. To promote harmonious employee-management relations between the Employer and its employees.
8. To provide a safe and healthful work environment.

**ARTICLE III**  
**RIGHTS OF THE PARTIES**

**Section A**

1. Each employee shall have the right to form, join, or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal. Such rights include the right to act for the Union in the capacity of a representative and to engage in collective bargaining with respect to conditions of employment through representatives of the Union. It is further recognized that employees shall be afforded protections under law, rule, or regulation, without fear of reprisal.
  
2. The terms of this agreement do not preclude any employee from personally bringing matters of concern to the attention of appropriate officials in accordance with applicable laws and regulations.
  
3. Unless otherwise prohibited by OPM or Air Force regulation, an employee and/or his/her designated representative shall, upon request, be permitted to review any information appearing in their Official Personnel Record Folder (OPF), Supervisor's Employee Work Folder (SEWF) or Time and Attendance Record as soon as possible. The employee's immediate supervisor or designee shall have the discretion to be present during any review of the SEWF and any extensive review of Time and Attendance Records.
  
4. When Management or Union representatives have personal meetings or discussion with an employee regarding their conduct, performance, or other concerns, such discussions will be regarded as confidential and held in private. This includes use of a telephone if necessary. If necessary to ensure privacy, the employee will be allowed duty time to meet with a Union representative at a suitable location away from the worksite as soon as possible.
  
5. The employee must be given the opportunity to read and initial any information entered in or attached to the SEWF that reflects adversely on the employee. If the employee does not wish to initial, the supervisor will so indicate. Normally, when the employee is on duty, a copy of such information will be provided to the employee, upon request. Should the employee not be on duty at the time the information is generated, the employee will be advised of the information as soon as the employee returns to duty. Upon being advised of the information, the employee will be provided an opportunity to read and initial it. The SEWF will be kept and maintained by the immediate supervisor only; no one else will write in or enter data into the employee's SEWF. The supervisor will not maintain any adverse information or remarks in locations other than the SEWF.

6. To the extent that it is within the Employer's control, employees being served with a warrant, subpoena, or other such documents will be served in private without the knowledge of other employees or co-workers.

7. If an employee is asked to sign a document, the employee may sign it as "received only."

### **Section B**

The Union has the right to negotiate with the Employer over changes to policies, programs, and procedures related to conditions of employment which are within the authority of the Employer. The Union also has the right to submit mid-term proposals on subjects not covered by this agreement as well as all new laws, rules, and regulations.

### **Section C**

In accordance with 5 U.S.C. 7106, Management retains the right to determine the mission, budget, organization, number of employees, and internal security practices; to hire, assign, direct, layoff and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary actions against such employees; to assign work, to make determinations with respect to contracting out, and to determine the personnel by which operations shall be conducted; with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion, or any other appropriate source; and to take whatever actions may be necessary to carry out the base mission during emergencies.

**ARTICLE IV**  
**UNION-MANAGEMENT COOPERATION**

**Section A**

Representatives from the Union and Management will meet monthly to confer with respect to personnel policies and practices, matters affecting conditions of employment, and for the improvement of communications, understanding and cooperation between the parties. The meeting will be held at a mutually agreeable time and place. Up to five individuals from each party, unless otherwise mutually agreed to, will be allowed to attend the monthly meetings. Any specific item for discussion which requires extensive research will be submitted in writing by either party at least five calendar days prior to the meeting. AH suspense dates will be mutually agreed upon. The meeting may be rescheduled or cancelled with the mutual agreement of the parties.

**Section B**

Organizational commanders having Union representatives assigned to their organizations will meet at least once each month with the Union representative(s) for the purpose of mutual exchange of information. When desired, either party may submit an agenda in advance of the meeting.

**Section C**

1. Management will provide the Union semi-annually as of 30 June and 31 December, a list of all Air Force unit employees serviced by the Civilian Personnel Flight showing names, classification series, grades and organization of assignments.

2. Management will provide the Union monthly a list of the names, classification series, grades and organizations of assignment of all employees appointed and separated during the preceding month.

**Section D**

The Union agrees to cooperate with the Base in truly voluntary charity drives and to lend its support to these worthy causes. In conducting these drives, the parties will be guided by appropriate regulations which provide that no compulsion or reprisals will be tolerated. It is further agreed that no list will be kept showing the names of the contributors or non-contributors except those names that are necessary to properly administer the program.

**Section E**

Union representatives and new employees will be allowed an appropriate amount of duty time for a Union orientation presentation. At no time during the orientation will any Union official solicit membership in the Local.

## **Section F**

The parties agree to work together in promoting positive employee attitudes and esprit de corps with the objective of increased production, reduced rates of error, and more effective accomplishment of the mission of the base. To this end, Union representatives and Management officials will:

1. Encourage employees to perform their assigned duties to the best of their ability and to take pride in a high quality of workmanship;
2. Strive to eliminate carelessness and inefficiency;
3. Promote friendly and harmonious working relationships between supervisors and their subordinates and between civilian and military personnel;
4. Discourage tardiness and sick leave abuse;
5. Encourage members to suggest ways to improve work methods;
6. Bring to the attention of individual employees pertinent constructive suggestions for improvements in their performance, attitude, relationships with co-workers and supervisors, etc.;
7. Strive to eliminate inequitable treatment of employees and any other practices which restrict and hamper efficiency and affect morale.

## **Section G**

The base telephone directory will contain the name, building number/address, and telephone numbers) of the Union office.

**ARTICLE V**  
**UNION REPRESENTATION**

**Section A**

In order that the Union may properly represent employees of the unit, the Union may appoint a maximum of one steward per 40 employees in the unit plus an alternate for each steward, with the alternate to act only when the principal is absent or otherwise unavailable. The Union will maintain with the Employer a current and complete list of all officers and authorized stewards. The location of stewards will be subject to mutual agreement between the Employer and the Union. The Union will notify the appropriate organization commander and the Civilian Personnel Flight in writing within 14 days of the appointment or change of a steward. The notification will include the name of the steward, official duty location in the organization, assigned shift if other than day shift, and a statement as to whether this is a newly-created steward position or a replacement of a previously designated steward.

**Section B**

1. Union representatives will represent eligible employees of the organization in presenting views and consulting with management officials and supervisors on personnel policies and practices and matters affecting conditions of employment. Whenever practical, such consultation will be at the lowest level of supervision or Union representation where the supervisor or representative is in a position to take meaningful action on the subject or discussion.
2. Union representatives properly designated as such may accompany, represent, and advise an employee in preparing and presenting a grievance to Management. The representative will be excused from normal duties without charge to leave for the time required for such representation. In addition, the representative will be allowed a reasonable amount of official time without charge to leave to prepare for a hearing or inquiry into an appeal or grievance.
3. A Union representative will be permitted to represent employee(s) or the Union on official time unless additional representatives are otherwise authorized by statute, the specific provisions of this Agreement, or mutually agreed upon by the parties. In third party proceedings, the Union shall be entitled to the same number of representatives as the Employer.
4. The Union representative must provide to their supervisor information identifying the purpose of the request (i.e., consultation, grievance, etc.) and location (organization) to be visited and the actual amount of official time spent upon return to their work area. In addition, when a Union representative desires to visit a unit employee or a management official on official Union business, the Union representative must secure advance permission from the employee's immediate supervisor, or arrange a mutually agreeable time to meet with the management official, prior to entering either individual's work area.

5. The time period requested by the employee or the Union representative must not adversely impact the accomplishment of their organization's operations. If the granting of such requests would result in such a situation, the employee and their immediate supervisor will attempt to mutually agree to a time period as close as possible to the one originally requested. Absent mutual agreement, such requests will be granted no later than 24 hours from the time of the original request except when extenuating circumstances would adversely impact the organization's operations and prevent their release.

6. Denial of official time will be based on mission requirements or in accordance with applicable law. Upon request, the Labor Relations Officer or designee will provide the Union the reason for denial in writing.

7. There will be no restraint, interference, coercion, or discrimination against representatives of the Union because of their performance of duties outlined in this Agreement. However, internal Union business such as solicitation of membership, collection of dues, campaigning for Union offices, conduct of elections for Union office, and distribution of literature will be conducted outside regular working hours of the employees involved.

8. The Union president and treasurer will be granted official time as follows:

a. The Union president will be allowed 50 percent official time during any pay period; such official time will be used only during the time the employee otherwise would be in a duty status. The following will not be charged toward the president's allotment of official time:

- 1) Preparation for and participation in negotiations
- 2) Participation in local wage survey
- 3) Union-sponsored training
- 4) Labor-Management training
- 5) Preparation for third-party proceedings
- 6) Participation in third-party proceedings
- 7) Management-sponsored meetings

b. Official time for preparation will be granted in any amount the parties agree to be reasonable, necessary, and in the public interest.

c. The total amount of official time used by the Union treasurer for treasurer duties during any pay period will not exceed 10 hours. The treasurer shall also be allowed an additional 16 hours of official time during the first quarter of each calendar year.

9. Activities for which additional official time is authorized include, but are not limited to, the following: preparing for, investigating or participating in a statutory appeal proceeding, MSPB

proceedings, EEOC proceedings, workers compensation proceedings; a proposed adverse or disciplinary action; or any other proceeding as provided by statute.

10. It is agreed that Union representatives will guard against the use of excessive time in performing duties considered proper by this Agreement.

11. Employees or groups of employees selecting to use Union channels to present their views, opinions, issues, and recommendations, etc., will be required to present the matter to their respective Union representative. The representative will be responsible for discussing the matter with the supervisor or operating official having authority to act on the matter.

### **Section C**

1. The Union shall be given the opportunity to be represented at any formal discussion between one or more representative of the Employer and one or more employees or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment.

2. The right to be present at formal discussions is a right that belongs solely to the Union and it is not necessary that an employee request representation in order for the Union to be entitled to be present.

3. A formal discussion is defined as a meeting between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment.

### **Section D**

Unit employees are entitled to Union representation for the following situations:

1. Preparation, presentation, discussion with management official after presentation and resolution of a grievance at all steps of the grievance procedure.

2. Reply to a proposed disciplinary action.

3. Any examination/investigation of any employee by a representative of the Employer when the employee believes they may be disciplined as a result of the examination/investigation and they request Union representation. Should an employee request Union representation, the examination/investigation shall be postponed for a reasonable time period to allow for the presence of a Union representative.

4. If expressly provided for by statute and/or other sections of the General Agreement.

**Section E**

Subject to security and safety regulations and prior notification and coordination with the Labor Relations office, national and district representatives and local officials of the Union May visit various locations on the Base to participate in meetings between the Employer and the Union and to confer with representatives of the Employer.

**ARTICLE VI**  
**CHANGES IN ORGANIZATIONAL POLICY**

1. When a supervisor or manager desires to establish or change policies which may affect conditions of employment, the Management official will notify the Labor Relations Officer.
  
2. When a change will affect conditions of employment, Management will notify the Union president. Except in emergencies, pending changes will not be implemented until required negotiations are completed. The parties recognize that negotiations may be required even though the change, as a result of the emergency, has been implemented.
  
3. Examples of changes in conditions of employment include changes in hours of duty, procedures for requesting leave, smoking policy, and other matters.

**ARTICLE VII**  
**DISCIPLINARY ACTIONS**

**Section A**

Disciplinary actions will be based on just cause due to delinquency or misconduct personally attributable to the employee and will be administered in a fair and equitable manner. The purpose of disciplinary action is to correct and rehabilitate the offender, if possible. The Notice of Action or Proposed Action will be delivered to the employee within 30 calendar days following the event which caused the action, except in those cases where circumstances beyond the control of the appropriate management official in the employee's chain of command preclude such timely delivery. In cases where a Notice of Proposed Action is delivered, the Notice of Action will be delivered to the employee as soon as possible following delivery of the Notice of Proposed Action. The Notice of Action or Proposed Action will include a statement that the employee has the right to designate a representative of their choice during any stage of a grievance.

**Section B**

In accordance with applicable laws, rules, and regulations, employees who are called to serve as witnesses or provide testimony at official proceedings during their duty hours will be in a duty status during the time they are serving. Witnesses shall be free from restraint, interference, coercion, discrimination or reprisal.

**Section C**

All employees are expected to discharge their just financial obligations in a proper and timely manner. In the event the Employer receives a complaint of indebtedness from a creditor regarding one of its employees, the supervisor will discuss the complaint and, if appropriate, any arrangements the employee intends to make to resolve the complaint. An employee's pay may be subject to garnishment in accordance with Federal law.

**Section D**

Counseling is not to be confused with an oral admonishment Counseling is not a disciplinary or adverse action, or a part thereof.

**ARTICLE VIII**  
**HOURS OF WORK**

**Section A**

1. Established administrative workweeks may be changed as mission requirements dictate. However, Management may make an exception to avoid undue inconvenience to the employee. Supervisors will make every reasonable effort to advise employees in advance of the change. Changes in tours of duty will be negotiated in accordance with Article VI. When the first-level supervisor knows sufficiently in advance of a change in the administrative workweek, the change in administrative workweek will be posted in the appropriate work area seven days prior to the change.
  
2. The administrative workweek consists of seven consecutive calendar days beginning 0001 Sunday and ending 2400 on the following Saturday. The regular tour of duty is five, 8-hour days, excluding a duty-free lunch period.
  
3. Breaks in working hours of more than one hour, that is "split shifts," will not be scheduled in any basic working day.

**Section B**

1. Employees will have their tours of duty arranged to allow each employee two consecutive days off except when precluded by changes in the employee's basic workweek.
  
2. Assignments to tours of duty, including shift changes, will be made on a fair and equitable basis taking into consideration such factors as workload, skills required, significant inconvenience to employees and employee preferences. When all of these factors are substantially equal and a conflict arises, length of civilian service at Luke AFB will be the determining factor.

**Section C**

A reasonable amount of time will be provided, consistent with the nature of the work performed, for the employees to personally clean-up prior to the lunch period and at the end of the working day. If an employee's work area does not have shower facilities, the employee will be allowed duty time to use a shower nearest to their work area for clean-up purposes.

**Section D**

In consideration of such factors as protection of employees' health, reduction of accident rates, relief from fatigue and discomfort, and possible increase or maintenance of high quality or quantity production, employees will be allowed paid, short rest periods, except in those infrequent cases where an employee must remain at the work site because of the priority of the work. In these few unusual cases, the supervisor will provide for a rest period as near as possible

to the employee's normal rest period. The rest period will be 15 minutes during each consecutive four-hour period of work.

### **Section E**

A representative of the Union will not have their hours of duty changed solely for the purpose of reducing capability to perform duties that are appropriate under this Agreement.

### **Section F**

Insofar as practicable, travel during non-duty hours will not be required of an employee.

Whenever travel is ordered outside scheduled duty hours and overtime is prohibited by law or regulation, the supervisor, on request, will provide the employee the reasons.

### **Section G**

A scheduled lunch period, during which the employee is entirely free of duties connected with the job, will not commence less than three hours nor more than five hours after the beginning of a work shift except in those infrequent cases where an employee may be required to complete an important task or to provide coverage of the work site. In those few unusual cases, the supervisor will provide for a lunch break as near as possible to the employee's normal one.

### **Section H**

1. Employees working a scheduled eight or nine-hour shift with no scheduled, duty-free lunch period permitted, will be allowed a 20-minute on-the-job lunch period at or near their work stations. Employees working a scheduled 10-hour shift will be allowed 30 minutes.

2. Normally, tours of duty will be a minimum of one pay period, 80 hours, and shall be established on the basis of mission accomplishment and not solely for the purpose of avoiding payment of premium pay.

### **Section I**

1. Alternative Work Schedules (AWS) are scheduling patterns that fall into one of two basic categories: either a flexible or a compressed work schedule.

a. A flexible schedule breaks the 8-hour workday into components of flexible time and core time. During the flexible time bands, arrival and departure times for the workday are designated by the employee in concurrence with their supervisor; the core time period is the period of workday during which the employee must be present at work or in a leave status.

b. Under the compressed work schedule, the employee fulfills the work requirements in less than ten workdays by increasing the number of hours in the workday. The two compressed schedules available for consideration are the 4-10 and the 5-4/9 schedules. On the 4-10 schedule; employees work four, 10- hour days each workweek. On the 5-4/9

schedule; employees work eight, 9- hour days, one day at 8 hours and have one extra day off each pay period. Scheduling of workdays and arrival and departure times are designated by the employee in concurrence with their supervisor.

2. It is recognized that all employees participating in an AWS must accept the responsibility associated with this program, to include compliance with sign-in/ sign-out procedures where applicable and working, at times, without the presence of an immediate supervisor. Employees may request either the flexible schedule or the compressed work schedule for their supervisor's consideration. A combination of both schedules is not allowed. The parties agree that an employee or Management may request deviations from established schedules.

3. Each major organization has its own unique mission requirements. Consideration will be given to the use of any of the AWS options contained in this provision unless approval of an AWS would be inconsistent with mission requirements or could be detrimental to employee health, safety or the organization's security. Employees in certain management-determined situations may be excluded from participation in an AWS. However, an employee denied or excluded may grieve any such denial or exclusion.

4. The Employer may at any time discontinue or restrict flexible or compressed schedules when such schedules would have an adverse impact on the Employer's function. This determination will be provided in writing to the employee(s) and the Union.

Adverse impact means:

- a. A reduction of the productivity of the Employer.
- b. A diminished level of services to the public or customers by the Employer.
- c. An increase in the cost of employer operations.

5. Employees requesting consideration for an AWS will select one of the following:

a. Flexible Work Schedule:

- 1) A fixed tour of duty consisting of five, 8-hour workdays per administrative workweek. Employees will designate, with the concurrence of their supervisor, arrival and departure times around the core time period.
- 2) Duty-free meal periods shall not be less than 30 minutes nor more than one hour in duration. Employees will schedule meal periods with the concurrence of their supervisor.
- 3) Subject to their supervisor's approval, employees may earn "credit hours" if they work more than eight hours per day. A maximum of 24 credit hours may be

carried over from one pay period into the next. Credit hours may be earned and used in increments of 15 minutes.

b. 5-4/9 Compressed Work Schedule - A fixed tour of duty consisting of eight 9-hour workdays and one 8-hour workday to complete a basic work requirement of 80 hours within one bi-weekly pay period. Five of these days must be worked within one of the two administrative workweeks in the bi-weekly pay period and four of these days must be worked within the other administrative workweek of the same bi-weekly pay period. Employees will designate, with the concurrence of their supervisor, scheduled workdays, arrival and departure times, and meal periods.

c. 4-10 Compressed Work Schedule - A fixed tour of duty consisting of four 10-hour workdays per administrative workweek to complete a basic work requirement of 80 hours within one bi-weekly pay period. Employees will designate, with the concurrence of their supervisor, scheduled workdays, arrival and departure times, and meal periods.

6. If Management determines that it is more effective to utilize a compressed work schedule in order to meet mission requirements, or an exigency, employees will be notified as soon as possible prior to implementation. Employees desiring an exemption from this requirement, based on personal hardship, may submit to their supervisor, in writing, their request. The request must state the specific circumstances of the hardship involved. The employee will remain on their tour of duty unless a decision is rendered that is favorable to the employee. Such decisions should be made as soon as possible, but not later than two working days.

7. An employee desiring to no longer voluntarily participate or who claims a hardship in participating in an Alternative Work Schedule must notify their supervisor in writing at least one full pay period in advance of the desired date of discontinuance. The employee will remain on their present tour of duty unless a decision is rendered that is favorable to the employee. Such decisions should be made as soon as possible, but no later than two working days. An employee may not request a change in their tour of duty more than three times in a calendar year.

8. Personnel on TDY may observe their normal duty schedule to the extent practical for the TDY location.

9. Employees who abuse AWS privileges may be removed from any AWS and placed on a regular tour of duty. Employees, after notification that their performance is beginning to fall below "Fully Successful" during the rating period and those who are rated less than "Fully Successful", may not be permitted to work AWS.

10. Conflicts will be resolved in accordance with applicable provisions of this Article.

11. Overtime, premium pay, holidays and leave provisions will be in accordance with Public Law 97-221. Other regulations and rights and responsibilities of supervisors or employees are not altered by the provisions of this section.

**SECTION J**

An ad hoc AWS committee will meet at a mutually agreeable time and place as needed to discuss problems arising from the implementation of AWS. The committee will consist of two members each from Management and the Union.

**ARTICLE IX**  
**OVERTIME**

**Section A**

1. The administration of any necessary overtime/holiday work (including the determination of the nature of the work, the need for special skills, the priority of productive or support effort, and the number of employees required) is solely a function of Management. As a general rule, first consideration will be given to those employees who are currently assigned to the work project. Second consideration will be given to those other qualified employees where the overtime/holiday work is required. In keeping with these two considerations, and to ensure fair selection consistent with job and skill requirements, assignments will be offered to qualified employees on the basis of number of accumulated hours. The employee with the least amount of hours worked or declined will be given the first opportunity to work. Assignments that are offered and not worked, or declined shall be counted for the purpose of fair and equitable distribution. The immediate supervisor will maintain a current record of individuals performing overtime/holiday hours worked. This record will contain hours offered and declined. Records will be maintained for a period of 12 months, and will be available to the Union in case of dispute.

2. Newly-assigned employees will be placed on the above record as if they had performed or declined the most recent offer of overtime/holiday work.

**Section B**

During periods of overtime and holiday work, employees shall be entitled to rest periods as provided in Article VIII, Section D.

**Section C**

The Union recognizes the right of the Employer to require employees to perform overtime work unless the additional work would impair the health or efficiency of the employee or cause an extreme hardship. Supervisors will advise employees as far in advance as possible that overtime will be required.

**Section D**

1. ~~Federal Wage System employees cannot be granted compensatory time off for overtime/holiday hours worked, except in cases of "Religious Holidays."~~ General Schedule employees' overtime will be governed by the Fair Labor Standards Act provided they are non-exempt from coverage under the Act.

2. General Schedule employees whose salaries are at or below the maximum rate for GS-10 must be paid overtime, unless the employee agrees to or requests compensatory time off.

**ARTICLE X**  
**PROMOTIONS**

All promotions will be made in compliance with applicable laws, rules and regulations as modified by any existing supplemental MOU negotiated by authorized representatives of Management and the Union.

**ARTICLE XI**  
**JOB CLASSIFICATION**

**Section A**

Any employee who believes that their position description is inaccurate or improperly classified must first discuss their dissatisfaction with their immediate supervisor who will provide information and guidance as to the basis for the classification of the position. If not resolved to the satisfaction of the employee, the employee may request an informal review with the appropriate representative(s) of Civilian Personnel Flight (CPF) in an effort to resolve the employee's dissatisfaction. Upon such request, Management will conduct the informal review. The employee has the right to a representative at the informal review of the assigned classification. The representative must be designated in writing. Management has the right to disallow an employee's designation due to potential conflict of interest or position, mission requirements or when such designation would cause unreasonable costs to the Air Force. Upon such disallowance of representation, the employee will be advised in writing of their right to challenge such disallowance.

**Section B**

In the event the employee's dissatisfaction cannot be resolved informally, the immediate supervisor and/or CPF representative shall advise the employee of the availability of appropriate grievance or appeal procedures. The employee and their designated representative, if any, who are otherwise in a duty status, will be given a reasonable amount of duty/official time for the preparation/presentation of a classification appeal. If as a result of an appeal or grievance a site audit is conducted, the employee's representative and/or Union representative will be allowed to attend that audit. The Union representative will be provided a copy of all written correspondence pertaining to the appeal that is provided to the employee. Management will notify the Union of any changes in an employee's position description which result in a change in classification (pay plan, series, grade, or title) prior to the effective date of the action.

**ARTICLE XII**  
**ASSIGNMENT OF WORK**

**Section A**

1. The parties agree that Management retains the right to assign work and to determine the personnel by which work will be conducted. A position description and/or core document contains the major duties and responsibilities assigned to a position. It is not intended to be an all-encompassing list of duties and/or responsibilities assigned within a series and grade. Employees will be furnished a copy of their position description and/or core document initially and as changes occur. Changes to a position description/core document must be coordinated with the Civilian Personnel Flight prior to being assigned to employees. Upon request, the Union will be provided a copy of the original/modified position description/core document.

2. Terminology such as "performs other related duties as assigned" is defined as tasks not included in the position description/core document but appropriate and related to the scope and performance of the position.

**Section B**

An employee assigned or detailed to a different position will be provided reasonable on-the-job orientation and/or training, as appropriate, that will enable them to satisfactorily perform the required duties of the position.

**ARTICLE XIII**  
**USE OF OFFICIAL FACILITIES AND SERVICES**

**Section A**

1. Management will continue to provide adequate space for existing Union bulletin boards wherever unit employees are located. Boards will be, space permitting, comparable in size to Official Civilian Personnel Bulletin Boards maintained by Management. Where the Union does not currently have a bulletin board, or the location of the Official Civilian Personnel Bulletin Board does not permit adequate space for the Union bulletin board, the parties will designate a mutually agreeable location that will provide adequate space. The location will be reasonably accessible and visible to unit employees. In the event a bulletin board must be procured, the parties will negotiate the type and installation of such.

2. A copy of the party's collective bargaining agreement and a current listing of stewards and officers will be posted on all Official Civilian Personnel Bulletin Boards.

3. The Union is responsible for material posted on Union bulletin boards. These materials will not be in violation of any law or contrary to applicable provisions of this agreement, security requirements or contain any derogatory material.

**Section B**

Management agrees to make wall lockers available for the use of those employees who are required to perform unsanitary work as a regular part of their official duties and who wish to change clothes prior to and upon completion of the workday. The provision of lockers will be subject to availability of space for their installation and funds for purchase and maintenance.

**Section C**

Management recognizes the desirability of providing break room facilities near employee work sites. Consideration will be given to the provision of such facilities subject to availability of space and funding.

**Section D**

The parties agree that any proposed changes to the current Memorandum of Agreement between the parties concerning the Union office will be negotiated prior to such changes. This includes relocating the Union office.

**Section E**

Management agrees to provide reserved parking spaces for the president and chief steward as close to the regular duty location of these Union officials as conditions permit.

**Section F**

Employees working with or in close proximity to an unsanitary duty environment shall be provided access to showers.

**ARTICLE XIV**  
**EQUAL OPPORTUNITY**

**Section A**

Management and the Union agree to cooperate in providing equal opportunity for all qualified persons, to prohibit discrimination because of age, sex, race, color, religion or national origin or mental or physical handicap, and to promote the full realization of equal employment opportunity through a positive and continuing effort.

**Section B**

The parties agree to advise each other of potential equal employment opportunity problems. Both will jointly seek solutions to such problems through personnel management procedures and programs provided in the General Agreement and regulation.

**Section C**

Management is solely responsible for consideration of possible remedial/disciplinary action against those who engage in discriminatory practices.

**Section D**

When appointing collateral duty EEO counselors, Management agrees to consider nominees from a list provided by the Union. In order to provide the Union an opportunity to submit nominees for Management consideration, Management will notify the Union when a vacancy exists.

**Section E**

The Union will be entitled to represent complainants at any and all stages of the EEO complaint process.

**ARTICLE XV**  
**ANNUAL LEAVE**

**Section A**

1. It is agreed that annual leave is a right of the employee to provide for an annual vacation period and for short periods of time off for personal and emergency situations. The timing and amount of annual leave will be subject to the approval of the immediate supervisor. Annual leave will be approved in increments of one hour.

2. Employees will schedule leave to avoid forfeiture at the end of the leave year. Those employees projecting use or lose annual leave will schedule that leave throughout the year to avoid excessive use of annual leave at the end of the leave year which would create an undue hardship on the organization.

**Section B**

Short periods of annual leave will be approved subject to workload requirements and fairness to other employees. The employee will notify the immediate supervisor or official designated to receive such requests in the absence of the immediate supervisor as soon as they become aware of a situation that will require leave which has not been scheduled.

**Section C**

1. When requested by the employee, and provided the employee will have accumulated a sufficient annual leave balance, the supervisor will allow the employee to schedule at least two consecutive weeks vacation time. Efforts will also be made to accommodate the desires of those employees who wish to schedule their annual leave in increments of less than two weeks.

2. At the beginning of the leave year, if there is a conflict between two or more employees regarding the scheduling of annual leave, the supervisor will endeavor to resolve the conflict so that all employees concerned receive fair and equitable treatment. If the conflict cannot be resolved by mutual agreement, a rotational system will be used based on length of civilian service at Luke AFB. The most senior employee shall have first opportunity to schedule up to two weeks leave until all employees have been allowed to schedule. The following year, the most senior employee will move to the bottom of the previous year's ranked list, with the rest of those employees on the list moving up one place.

**Section D**

1. Scheduled annual leave will be granted unless there is a valid reason that would prevent it. Cancellation or disapproval of scheduled or requested annual leave will only occur when work exigencies arise and no other employee is qualified to perform the work.

2. If scheduled annual leave must be canceled due to work exigencies, the immediate supervisor will provide the reason for canceling the leave as soon as they become aware of it. The immediate supervisor will first seek a qualified volunteer to relinquish their scheduled leave. If there is no qualified volunteer, the least senior qualified employee's leave will be cancelled.

**Section E**

Employees may be permitted to change their annual leave schedule when it does not disturb the choice of another employee or hamper the mission of the organization.

**Section F**

Annual leave usage is a confidential matter between the supervisor and the employee; however, posting of leave schedules is permitted.

**Section G**

All the annual leave which an employee will earn during the leave year is available for use at any time during the leave year providing the request for advanced annual leave is approved by the employee's immediate supervisor.

**ARTICLE XVI**  
**SICK LEAVE**

**Section A**

When requesting sick leave, the employee will notify the immediate supervisor or official designated to receive such requests in the absence of the immediate supervisor as soon as possible, normally within two hours after the beginning of the duty day. However, an employee who is assigned to the second or third shift may notify the supervisor of the previous shift to request sick leave rather than being required to call during nighttime hours. Sick leave will be approved in increments of one hour.

**Section B**

When requesting sick leave, the employee will specify the number of hours or days needed. If it is later determined that more time is required, the employee must contact the immediate supervisor or designated official and request the additional time prior to the expiration of the previously approved sick leave. The employee must request sick leave on a daily basis unless the supervisor or designated official expressly relieves the employee of the requirement by approving sick leave for more than one day.

**Section C**

A medical certificate, except in cases of contagious disease subject to quarantine, will not be required to substantiate a request for approval of sick leave for three days or less unless the employee has been advised in writing of suspected sick leave abuse and required to furnish a certificate to support any future periods of sick leave. An employee will not receive such written notice unless they have first been counseled by the immediate supervisor regarding the suspected sick leave abuse and advised to bring about an improvement. The notice will specify the time period, not to exceed six months, during which the employee will be required to provide a medical certificate for any absence on sick leave.

**Section D**

Advanced sick leave not to exceed 240 hours may be approved by the immediate supervisor.

**Section E**

Sick leave usage is a confidential matter between Management and the employee. Discussions of sick leave usage, employee's health condition and medical records will be limited to those Management officials who have a need to know.

**Section F**

Management will earnestly endeavor to provide a temporary detail to light duty for an employee who is recommended by a physician for such light duty as a result of an illness or injury, not to exceed the time limitations on details prescribed by regulation.

**Section G**

It is agreed that employees desiring medical, dental or optical examinations or appointments should make every effort to schedule such appointments after work hours or on non-work days. Where this is impractical, requests for sick leave to cover such examination or appointment will be submitted as far in advance as possible and will specify the date and time of the appointment.

**ARTICLE XVII**  
**OTHER LEAVE**

**Section A**

Leave Without Pay (LWOP) will be granted to an employee for the purpose of serving on a temporary basis as an officer or representative of the American Federation of Government Employees. Such leave will be granted contingent upon reasonable advance notice and in accordance with applicable statutes and/or guidance of higher authority.

**Section B**

Supervisors will consider Leave Without Pay requests that are reasonable and/or necessary.

**Section C**

Under most circumstances, Management may not take adverse action based upon an employee's use of approved leave.

**Section D**

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, for recuperation following blood donation, and for necessary travel to and from the donation site. The maximum excusable time should not exceed four hours, except in unusual cases. When the employee must travel a long distance or when unusual need for recuperation occurs, up to an additional four hours may be authorized. Any denial of donating privileges shall be based on work-related reasons.

**Section E**

Employees may be eligible for and/or subject to one or more of the following: Leave Without Pay, Military Leave, Court Leave, Excused Absence and Administrative Dismissal.

**Section F**

Employees may be placed on excused absence or granted Leave Without Pay when requested, pending the outcome of any investigation or proceeding.

**ARTICLE XVIII**  
**HEALTH AND SAFETY**

**Section A**

The parties agree to make every effort to provide a safe and healthful working climate for all employees; to assure prompt and proper reporting of accidents and injuries; to promote safety consciousness of all supervisors and employees, and to assure prompt and complete reporting of on-the-job injuries to the Office of Workers' Compensation Programs so that a fair and equitable settlement can be made.

**Section B**

1. The Union agrees to vigorously support the Air Force Safety Program through encouragement of all employees to conscientiously abide by established safety rules, regulations, and directives; to report to their immediate supervisor or the Base Safety Office any known or suspected hazardous conditions or procedures for the purpose of ensuring such conditions or procedures are safe.

2. Management will recognize all Union representatives as safety representatives.

3. Management will provide training to all Union representatives in health and safety matters when such related training is available to other employees.

4. No employee will be required to work under conditions which are unsafe or unhealthy as determined by law, rule or regulation beyond the normal hazards inherent to the operation in question.

**Section C**

1. Employees must observe and comply with all safety laws, rules, regulations, guidelines and/or appropriate procedures.

2. Employees will report job-connected injuries or illnesses to their first-level supervisor as soon as possible and complete the required compensation claim forms. Management will provide the Union, when applicable, with a monthly listing of employees injured on the job during the preceding month.

**Section D**

Personal protective equipment and training for its use, when necessary and required as determined by technical order, regulation or other appropriate guideline/authority, will be furnished by Management and properly utilized by the employees. The Union will encourage its use by all employees concerned.

### **Section E**

For safety purposes, the parties agree to support the "two-employee safety concept" when required by any law, rule, regulation or appropriate guideline/authority.

### **Section F**

When outages or equipment failures cause temperatures in work areas to rise above or fall below the normal range, or when conditions constituting a serious health hazard or safety condition arise, a Union representative may notify the Organization commander or manager. The commander/manager will appraise the situation and consider appropriate measures such as requesting emergency repairs, bringing in portable heating or cooling units, temporary assignment of personnel to other areas, etc. If no corrective action is taken within a reasonable period of time, the employee(s) may be placed on administrative leave, IAW applicable guidelines, until the situation is corrected.

### **Section G**

1. Employees are expected to comply with reasonable dress and grooming standards, based on comfort, productivity, health, safety, and type of position occupied.
2. Personal displeasure of Management for styles and modes of dress and grooming that may or may not be currently in style is not adequate criterion for determining appropriate dress. Any prohibitions by Management on employee dress and appearance must be based on a clear showing that the prohibited attire attributes to an unsafe, unhealthy, non-productive or disruptive work environment.

### **Section H**

A Union representative, unless otherwise mutually agreed to, will be allowed to attend Base safety meetings including the Base Occupational Safety and Health Council and to be a member and Health Administration (OSHA) sponsored Phoenix Federal Health and Safety Council meeting on official time. Transportation to and from these meetings may be provided by Management unless the employees elect to use their own privately-owned vehicle (POV) for this purpose.

### **Section I**

1. An annual physical as required by law, rule, or regulation will be administered employees.
2. Management will provide a copy of medical/physical test results to the employee(s) as soon as possible after completion of the test the test results will not be used to support disciplinary or adverse actions, nor be a cause for the employee to be subjected to drug or alcohol testing. However, test results may be used for actions that may be taken when an employee is disqualified for their position due to medical reasons.

3. Due to high mental and physical stress aspects of the firefighting profession, an annual stress electrocardiogram (EKG) may be administered to each GS-081 fire protection and prevention personnel.

4. Any concerns over drills or yard work by fire protection/prevention personnel may be addressed to a higher level of Management above the immediate supervisor.

### **Section J**

Bio-environmental Engineering will conduct, IAW applicable guidelines, periodic surveys of all industrial areas to document potential health hazardous work situations. Employees exposed to potential health hazards will be administered an occupational health examination as deemed appropriate by Luke AFB medical personnel in accordance with statutory and/or regulatory requirements and/or guidelines. The examination will include those medical tests that are indicated as a result of the survey. Appropriate follow-up action will be initiated when required.

**ARTICLE XIX**  
**ENVIRONMENTAL DIFFERENTIAL PAY**

**Section A**

When the Union believes that a hazardous work situation exists that might warrant Environmental Differential Pay (EDP), the Union will notify Management and provide, when available, information including the title, location, and nature of the hazard, the names and locations of the employees affected and the reasons why the Union believes EDP is appropriate. Upon receipt of such notice, Management will investigate the work situation ASAP, preferably within 14 calendar days, and advise the Union of its findings.

**Section B**

When either party believes that there is a need to make a change to an established entitlement for which environmental differential is being paid, they will notify the other party of any proposed change(s). Upon such notice, the parties will meet ASAP, preferably within 14 calendar days, to discuss the matter.

**ARTICLE XX**  
**SUBSTANCE ABUSE**

**Section A**

The parties jointly agree that substance abuse is a treatable illness. Substance abuse is defined as either alcoholism and/or drug abuse. The parties agree to support efforts to assist and educate employees with respect to the prevention of these problems and in providing assistance with regard to treatment of substance abuse in accordance with appropriate law, rule or regulation.

**Section B**

1. The parties agree that their concern is limited to substance abuse problems which cause poor attendance and unsatisfactory performance on the job. The parties' sole objective is to assist an employee in these areas and to provide information regarding rehabilitation, if appropriate.

2. It is further agreed that seeking assistance for substance abuse will not jeopardize an employee's rights or job security.

**Section C**

1. When a supervisor, through daily job contact, observes an employee experiencing difficulties in maintaining job performance, the supervisor will discuss the difficulties with the employee. The focus of discussion will be restricted to the issue of job performance.

2. The parties agree that only personnel who have been certified in substance abuse counseling (qualified to make a determination and recommendation regarding whether or not the employee has a substance abuse problem).

3. The parties agree to support whatever recommendation the Substance Abuse Office makes.

**Section D**

1. The parties agree that an employee may be directed for an initial counseling appointment during the employee's regular duty hours to the Substance Abuse Office.

2. Employee participation in a rehabilitation program shall be voluntary. Employees participating in a rehabilitation program will be entitled to the same rights and benefits provided to employees with other medical problems.

**Section E**

An employee shall be afforded the right to contact a Union representative concerning any aspect of this Article.

**ARTICLE XXI**  
**TRAINING PROGRAMS**

**Section A**

In order to meet mission requirements, when training needs are identified, employees will be considered and referred on a fair and equal basis. Selection and assignment of training will be in accordance with applicable laws, rules, or guidelines. The competitive provisions of the Merit Promotion Plan will be applied in selecting an individual for entry into a training program if there is a potential that they may be promoted after completion of the training.

**Section B**

Employees receiving training required by Management shall be in a duty status during such training. It is understood that payment of overtime, holiday pay or night differential cannot be made during periods of training unless specifically provided for by law, rule or guidelines. The Union agrees to encourage civilian employees to participate in self-development activities in order to better qualify themselves in their work or profession or contribute to their general overall growth and enlightenment as individuals.

**Section C**

Management will provide job orientation and training as required for employees who become physically disqualified for their current assignment but meet the basic requirements for placement in job vacancies in accordance with government regulations for placement of the handicapped or physically disqualified.

**Section D**

In the event of a significant reduction-in-force (RIF), Management will contact the appropriate state or county agencies for the purpose of identifying any assistance the applicable agencies may be able to provide to those employees affected by the RIF. Management will provide the appropriate information to the affected employees regarding any assistance that may be available.

**Section E**

The Union will be allowed to send at least two Union representatives to attend the Civilian Supervisory Training classes on a space-available basis before other non-supervisory personnel are scheduled. Excused absence will be granted for this training.

**Section F**

Union representatives will be given equal consideration to receive available and/or required training, if qualified.

**Section G**

The same health and safety standards that normally apply on the job will also apply in any training situation.

**ARTICLE XXII**  
**CHILD CARE/DEVELOPMENT PROGRAMS**

**Section A**

Civilian employees may be eligible to participate in programs administered by the Luke AFB Child Development Center in accordance with applicable guidelines.

**Section B**

Fees will be determined in accordance with applicable AF/DoD guidelines.

**Section C**

Information pertaining to children and their families enrolled in the Center is confidential and may be covered by the Privacy Act.

**Section D**

The Union will be made aware of any adverse impact which may affect unit employees.

**ARTICLE XXIII**  
**DUES DEDUCTIONS**

**Section A**

Employees who are members in good standing of the Local are authorized payroll withholding of Union dues providing the employee:

1. Has voluntarily completed a request for an allotment for dues withholding;
2. Regularly receives an amount of pay on regularly-scheduled paydays that is sufficient after other legal deductions to cover the full amount of the allotment; and
3. Has authorized no other current allotment for the payment of dues.

**Section B**

The Union will be responsible for procuring the prescribed allotment form, distributing the form to its members, certifying as to the amount of its dues and informing its members on the program allotments for payment of dues and the uses and availability of the required forms. The Civilian Payroll Customer Service Representative (CSR) at Luke AFB agrees to maintain a supply of the prescribed form for use in revoking an allotment and will make this form available to employees upon request.

**Section C**

The procedures and effective dates will be as follows:

1. Eligible employees may authorize dues withholding on a bi-weekly basis by submitting the appropriate allotment from the Union through the Civilian Personnel Flight to the CSR. Allotments will be effective on the first complete bi-weekly pay period following receipt in the Civilian Personnel Flight of the properly-completed and signed allotment form. The allotment will continue in effect until terminated in accordance with Item 2 below.
2. The CSR will terminate an allotment:
  - a. Automatically beginning the first pay period after loss of exclusive recognition of the Union or when the Agreement is suspended or terminated by an appropriate authority outside the Department of Defense.
  - b. When the employee leaves the unit by any type of separation, transfer or other personnel action, except detail.
  - c. At the end of the first full pay period after receipt of a notice from the Union that an employee is suspended or expelled from the Union.

3. The employee may terminate their allotment by completing the prescribed form for dues revocation. The CSR will make the dues revocation effective as follows:
- a. For those employees whose allotments for dues withholding began prior to 11 January 1979, the effective date of the revocation will be the beginning of the new calendar year.
  - b. For those employees whose allotment for dues withholding began after 11 January 1979, the effective date of the revocation will be the beginning of the first full pay period following the employee's next anniversary date for dues withholding.

#### **Section D**

A blanket change in the amount of an allotment for the payment of dues may be made twice per calendar year by the Union submitting a dues adjustment letter signed by the president or treasurer. However, an individual change may be made by a member at the discretion of the Union president or treasurer.

#### **Section E**

In the event a significant underpayment is made in an employee's bi-weekly pay and an emergency arises, an "off line" payment may be made to the employee. The CSR will complete the appropriate forms and fax them to the DFAS Regional Payroll Office that services Luke AFB.

**ARTICLE XXIV**  
**PERFORMANCE MANAGEMENT**

1. Unit employees will have their performance evaluated in strict compliance with the Air Force Performance Management Program.
  
2. Employees will be given a copy of their official core document/performance plan that contains a description of critical job duties and written performance standards. Each performance plan is developed as a joint effort between the employee and the supervisor. The immediate supervisor will discuss these documents with the employee to ensure a mutual understanding of job requirements and performance standards, including how to exceed any performance standards. This will be accomplished at the beginning of the appraisal period, normally, within 30 calendar days. Any changes to the employee's performance plan will be presented in writing and discussed with the employee prior to implementation.
  
3. Performance standards and critical elements will be valid and job-related to ensure objective and accurate evaluation of the employee's performance. Performance standards and elements will be applied in a uniform, fair and equitable manner.
  
4. Periodic employee-supervisor discussions (recommended quarterly) will be conducted during the appraisal cycle to ensure mutual satisfaction of employee's performance. These discussions will be documented in the Supervisor's Employee Work Folder (SEWF).
  
5. Employees will be given a copy of their official written performance appraisal at the time the employee is asked to sign the appraisal.

**ARTICLE XXV**  
**ALTERNATIVE DISPUTE RESOLUTION**

**Section A**

In order to facilitate resolution of workplace conflicts, the parties agree to encourage the voluntary use of Alternative Dispute Resolution (ADR) techniques. ADR describes any process designed to settle a dispute without expensive and time-consuming litigation or administrative adjudication. ADR techniques provide an opportunity to settle disputes quickly, in a less adversarial manner, at minimal cost and by decisions reached through consensus. ADR is not, however, a substitute for the grievance or other standard procedures. The parties further recognize that certain types of issues may not be appropriate for ADR processes.

**Section B**

Upon mutual agreement of the parties involved, employees, the Union or Management may use any ADR process available to them. These may include, but are not necessarily limited to facilitation, mediation, conciliation, settlement conferences, fact-finding, early neutral evaluation and peer review panel. The decision to use ADR must be made at Step 1 of the grievance procedure, preferably prior to rendering the Step 1 decision.

**Section C**

The parties further agree that the following conditions should be present for ADR processes to be successful:

1. The issue at dispute must be under the control of local installation Management;
2. Both parties must agree to use the ADR process available; and,
3. Both parties understand that if they do not arrive at a mutually-acceptable resolution through the ADR process utilized, the grieving party may pursue the matter through a formal dispute resolution process.

**ARTICLE XXVI**  
**GRIEVANCE PROCEDURE**

**Section A**

1. The purpose of this Article is to provide a procedure for the consideration and resolution of grievances. The procedure as stated herein will be the exclusive procedure available to the Union, Management, and the employees in the unit for resolving grievances falling within the coverage of this Agreement.
  
2. The parties recognize the importance of settling disagreements and disputes promptly, fairly and in an orderly manner that will maintain the self-respect of the employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level whenever possible.
  
3. Any employee or group of employees in the unit may present grievances to Management and have them adjusted, without the representation or 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 resolution of the grievance. In addition, the Union has a right to be represented in any discussion of a grievance between Management and employees or employee representatives, and to make known the views of the Union at the appropriate time.
  
4. A grievance is defined as any complaint:
  - a. By an employee concerning any matter relating to the employment of the employee;
  - b. By the Union concerning any matter relating to their employment of the employee;
  - c. By the employee, the Union, or Management concerning the effect or interpretation or a claim of breach of this agreement or any supplement to this Agreement; or any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

**Section B**

1. Excluded from coverage under this grievance procedure are matters concerning:
  - a. Any claimed violation related to prohibited political activities;
  - b. Retirement, life insurance or health insurance;
  - c. Suspension or removal in the interest of national security;
  - d. Any examination, certification or appointment;
  - e. The classification of any position which does not result in the reduction in grade or pay of an employee;
  - f. Equal Employment Opportunity complaints involving an allegation of discrimination;
  - g. Separation during probationary period;
  - h. A Management proposal to take disciplinary or adverse action against an employee;
  - i. Termination of a temporary promotion;

- j. Non-adoption of a suggestion;
- k. Non-selection for promotion;
- l. Disapproval of a discretionary or honorary award;
- m. Removal, separation or termination of an employee with no appeal rights to the MSPB.

2. In accordance with 5 U.S.C. 7121 (d), unit employees affected by adverse action based on performance or misconduct may either appeal the action through statutory appeal procedures, or grieve the action under the provisions of this Article, but not both. The employee will be deemed to have exercised his/her option only when the employee files a timely Notice of Appeal or files a timely grievance.

### **Section C**

The following general standards and principles will be adhered to by employees, the Union, and Management:

1. Employees, their representatives and all other parties involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination or reprisal.
2. Employee(s) will be given a reasonable amount of duty time, only when they would otherwise be in their regularly-scheduled duty status, for the purpose of preparing and presenting the grievance at each of the steps in the procedure, to include the arbitration hearing, if one is required.
3. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance will be considered amended to include this issue. The declaration that an issue is not grievable or arbitrable will be in writing and will be presented to the grieving party ASAP, but NLT Step 2 of the employee grievance procedure or Step 1 of the Union/Management grievance procedure. Upon receipt of the written declaration, the grieving party may invoke binding arbitration with the grievability/arbitrability dispute as a threshold issue in the related grievance. Upon mutual agreement of the parties, a request for a decision on threshold issues may be submitted to an arbitrator, in the form of written briefs by the parties, for a decision prior to a hearing on the merits of the underlying grievance.
4. All grievance decisions will be made as promptly as possible at each level of consideration described herein, will be in writing at all levels, and will include a statement of the basis for the decision.
5. Time limits for responding to grievances may be extended by mutual agreement provided that the request for extension is presented prior to the expiration of the prescribed time limit.

6. In grievances where the parties agree to use one of the available Alternate Dispute Resolution (ADR) processes, the time limits will be suspended until the ADR process has concluded. Upon completion of the ADR process, the time limits will be re-imposed.
7. The grievant or his/her designated representative may terminate the grievance at any time prior to the arbitration hearing or final decision by Management, by giving written notice to the Civilian Personnel Flight and the Union. The Union will have 7 calendar days from the receipt of this termination notice or 5 calendar days from the date of the incident or action being grieved, whichever is longer, to notify Management that they wish to continue the grievance as a Union grievance under the provisions of Section E of this Article.
8. Absent mutual agreement for extending time limits within which a decision must be rendered, failure to meet the time limits will allow the grieving party to proceed to the next step.
9. Upon mutual agreement between Management and the Union, all grievances that are similar in nature, concerning matters that may affect more than one employee, will be processed as one grievance. This does not include cases involving discipline or performance ratings. The Union will select the one employee's grievance for further processing. The disposition of that grievance shall be binding on all of the other grievances in that group.
10. The relief sought by the employee in a grievance must be personal to the employee (i.e., an employee may not seek to have another individual penalized or rewarded through the grievance procedure).
11. Binding arbitration may be invoked only by the Union or Management
12. In removal or suspension cases, the Union may elect to bypass Steps 1 and 2 of the grievance procedure and take the issue directly to binding arbitration.
13. Failure to meet the time limits for the initial filing of a grievance as specified herein may result in denial of the grievance as untimely.
14. Evidence and supporting documentation which is relevant to the resolution of the grievance may be introduced at any step of this negotiated grievance procedure; however, the subject at issue in the grievance will be consistent at all steps of the grievance procedure. This includes but is not limited to, both the oral and written presentation of facts.

#### **Section D**

Upon mutual agreement, an employee and Management may agree to an Alternative Dispute Resolution technique, in accordance with the provisions of Article XXV, to resolve a problem at

Step 1 of this procedure, preferably prior to rendering the Step 1 decision. Absent this, the following procedures are required for the resolution of employee grievances. Failure on the employee's part to adhere to the requirements as specified in any of the following steps of the grievance procedure may result in forfeiture of the grievance.

1. Step 1 - All grievances must be presented by the employee and/or their designated representative in writing to their immediate supervisor within 21 calendar days after either receipt of the notice of action, if applicable, or date the incident occurred/date the grievant became aware or should have reasonably been expected to be aware of the incident that gave rise to the grievance, whichever comes first. However, in instances of grievances concerning suspensions or removals, the grievance will be processed under this procedure beginning with the first level of Management above the supervisor that proposed the action. As a minimum, all grievances must state:

- a. Identification as to the appropriate step of the grievance procedure;
- b. The grievant(s) name, duty title, organizational address, and duty telephone number;
- c. The nature of the grievance, including, if known, the identification of any provision(s) of this agreement alleged to have been violated and, the provision(s) of any law, rule and/or regulation affecting conditions of employment alleged to have been violated;
- d. The remedial action desired;
- e. The name, organization address, and duty telephone number of the designated representative, if any. The appropriate management official at this step will discuss the matter with the grievant(s) and/or the designated representative within 7 calendar days after receipt of the written grievance. This same management official will notify the grievant(s) and/or the designated representative in writing of the decision as soon as practicable, but not later than 7 calendar days after the meeting.

2. Step 2 - If the employee is not satisfied with the decision and wants to pursue the matter further, they may invoke further consideration of the grievance by the squadron, if applicable, or otherwise appropriate organizational commander/management official. If that appropriate commander/management official is the immediate supervisor, the grievance identified as Step 2 will be submitted in writing to the next higher individual in the grievant's chain of command. The request for further consideration must be in writing and must be submitted within 7 calendar days after receipt of the Step 1 decision. Such request must include information on the employee's prior attempts to resolve the subject at issue. A meeting/discussion with the grievant and their representative will be held with this appropriate commander/management official within 7 calendar days after receipt of the Step 2 grievance. The employee or their designated representative will be provided 2 copies of the written decision by this commander/management official within 7 calendar days after the meeting.

3. Step 3 - If the grievance cannot be resolved to the grievants satisfaction at Step 2, the Union may invoke binding arbitration to resolve the matter. A written notification of the desire to invoke binding arbitration must be forwarded to the Labor Relations Officer within 30 calendar days following employee's receipt of the Step 2 decision.

4. Optional Step 3 - If the grievant is not satisfied with the Step 2 decision and the Union does not choose to invoke arbitration, the grievant may request that the appropriate group, if applicable or otherwise appropriate organizational commander/management official in the employee's chain of command review and decide this issue. The request for such review and decision must be in writing and forwarded to the Labor Relations Officer within 30 calendar days following the employee's receipt of the Step 2 decision. Upon request, the Union will be allowed the opportunity to review and/or comment on the material used by the commander in deciding the case prior to issuance of the decision. This same commander/management official will furnish the decision, including statement of the basis for the decision, to the employee and any designated representative within 45 calendar days following receipt of the employee's request. This decision will be final.

### **Section E**

Upon mutual agreement, the Union and Management may agree to utilize an Alternative Dispute Resolution technique, in accordance with the provision of Article XXV, to resolve a problem at Step 1 of this procedure. Absent this, the following procedures are required for the resolution of Union or Management grievances:

1. Step I - The grieving party will submit the grievance in writing directly to the other party (if Union grievance, to the Labor Relations Officer) within 15 calendar days after the date the incident occurred/date the grieving party became aware or should have reasonably been expected to be aware of the incident that gave rise to the grievance, whichever comes first. As a minimum, the grievance letter will indicate the nature of the grievance and the remedy desired. Should either party desire a meeting to discuss the grievance, the parties will meet within 7 calendar days after receipt of the grievance to discuss the grievance. The party filing the grievance will be furnished a written decision by the other party within 14 calendar days from the date of receipt of the grievance.

2. Step 2 - If the aggrieved party is dissatisfied with the decision and desires to submit the grievance to arbitration, written notification of the desire to invoke binding arbitration must be forwarded to the other party within 30 calendar days following the date of receipt of the Step 1 decision.

**ARTICLE XXVII**  
**ARBITRATION PROCEDURE**

**Section A**

1. If a grievance is not resolved through the grievance procedure, the parties may jointly request the services of an arbitrator from the Federal Mediation and Conciliation Service (FMCS) within 7 calendar days after notification of the desire to invoke binding arbitration. Absent a joint request, either party may invoke arbitration by mailing, concurrently to the FMCS with a copy to the other party, FMCS Form R-43, requesting a panel of 7 arbitrators. Upon mutual agreement, should the parties, after receipt and review of the initial panel list that was submitted by the FMCS, but before meeting to jointly select, desire to request a second subsequent panel list, such request may be submitted to the FMCS. The request must be dated and postmarked within 15 calendar days from the date of the FMCS letter that accompanied the initial panel list.

2. Upon receipt of the initial list or subsequent list if one was requested, representatives of the Union and Management will meet within 7 calendar days and attempt to agree upon one of the arbitrators from the list(s). Failing to agree, each party will strike one name in turn from the list(s). The name remaining after each has alternated striking names shall be the duly selected arbitrator. Determination of which party will strike the first name may be decided by the toss of a coin if otherwise unable to agree. If for any reason either party refuses or otherwise fails to participate in the selection of an arbitrator, the other party shall be empowered to make a unilateral designation of an arbitrator to hear the case from the panel list(s) submitted by the FMCS.

**Section B**

The parties agree that the issue(s) to be arbitrated will be consistent with those issue(s) presented during the grievance procedure. This does not preclude the parties from introducing any background material they feel to be relevant to the issue in dispute. It is agreed that the arbitrator will not change, modify, alter, delete or add to the provisions of this Agreement as such right is the sole prerogative of the parties to this Agreement. Furthermore, the arbitrator will not change, modify, alter, delete, or add to the provisions of any law, rule or regulation. The arbitrator shall confine his/her award to the issue(s) stipulated at the hearing and will not have authority to make a decision on any issue(s) not so stipulated. The award of the arbitrator shall be based on the evidence presented at the arbitration hearing and/or as stipulated by the parties in their post-hearing briefs.

**Section C**

If the parties fail to agree to a joint framing of the issue(s) for arbitration, each party shall present what they consider to be the issue(s), together with any supporting material related to the grievance, for the arbitrator's consideration and the arbitrator shall determine the issue(s).

#### **Section D**

All costs, fees and expenses of the arbitration will be borne equally by Management and the Union unless specified differently elsewhere in this Article and the regulatory limits of arbitrator fees and expenses will be honored. These costs include the arbitrator's fees and expenses, including the cost of transcripts of the hearing, should the arbitrator require one, and the expense of any mutually agreed upon services obtained in connection with the arbitration proceeding. Absent mutual agreement, the declining party waives any and all rights to services and materials obtained at the expenses of the other party, unless the declining party agrees to pay its share of the cost. The arbitrator will decide what, if any, constitutes the official record of the arbitration proceeding. Whenever possible, the arbitration hearing will be held on base facilities during working hours. The order of proceedings will be determined by the arbitrator.

#### **Section E**

Either party may utilize audio/video recordings of the arbitration proceeding at their own expense and through their own resources. Such recordings will not normally be considered the official record of the hearing by the arbitrator. The party that produces such recording(s) retains exclusive rights to the recording(s) and incurs no obligation to provide the other party, nor conveys any right to the other party to, a copy of or access to said recording, unless that other party agrees to pay its share of the cost.

#### **Section F**

The arbitrator will render and furnish a decision to the parties as quickly as possible. The arbitrator will date the award no earlier than the date it is placed in the mail. The arbitrator's award will be binding on both parties. Either party may file exceptions to an arbitrator's award in accordance with applicable statute. The party filing the exception will concurrently notify and furnish a copy of the exception to the other party.

#### **Section G**

1. The purpose of expedited arbitration is to resolve grievances quickly, fairly, and efficiently. Expedited arbitration will be utilized only upon mutual agreement of the parties. The party desiring to utilize expedited arbitration must present their written request to the other party's appropriate designee within 7 calendar days of receipt of the final grievance decision. That party will render a decision on whether they agree to the request within 7 calendar days after receipt of the request.

2. The Federal Mediation and Conciliation Service (FMCS) will be requested to submit a list of arbitrators practicing within the State of Arizona. A permanent alphabetized list of not more than 5 arbitrators will be established and used in fixed rotation. If more than 5 names appear on the FMCS list, alternate striking of the names will reduce the list. In addition, arbitrators may be removed at any time by mutual agreement. Once the list is established, the alphabetized rotation

for selection of an arbitrator will be followed until an available arbitrator is secured. The starting point for selection of the arbitrator for the next case will be the name on the list following the arbitrator last utilized. Either party may unilaterally eliminate 1 arbitrator in any calendar year period. At the option of either party, should the list fall below 3 arbitrators, a new list of arbitrators may be requested from the FMCS.

3. The hearing will be held ASAP at a mutually agreeable time and place. There will be no official transcript taken of the hearing. Hearings will last no longer than 1 day, unless the arbitrator determines that more time is needed. The arbitrator will render a decision within 48 hours of the hearing unless the arbitrator requests an extension and the parties mutually agree to extend this time limit.

4. The parties will not file post-hearing briefs and agree that decisions rendered under the expedited procedure will not be precedential. The expenses of the arbitrator will be paid equally by the parties. Within statutory limits, the arbitrator may award representative fees where appropriate. Copies of the arbitrator's decision will be furnished to Management and the Union.

**ARTICLE XXVIII**  
**INFORMAL RESOLUTION OF UNFAIR LABOR**  
**PRACTICE CHARGES AND OTHER CONCERNS**

It is the expressed intent of the parties to facilitate informal discussion concerning Unfair Labor Practice (ULP) charges and other concerns not addressed elsewhere in this Agreement and to enhance the possibility of informal resolution prior to formal submission. To this end the parties agree to the following:

1. With the exception of alleged violations concerning 5 U.S.C. 7116 (6) (7) (A), (B), or in cases where delay would cause either party to fail to meet the time period specified in 7118 (a) (4) (A), neither party will file a ULP charge or other complaint with an outside agency until the charging party provides written notification to the responding party of the intent to file a formal complaint 15 calendar days prior to filing.
  
2. The written notification will include a statement of the facts constituting the complaint, including whenever possible, the alleged violation(s) of any law, rule and/or regulation, time and place of the occurrence of the particular act(s), and other supporting information and documentation. The parties will endeavor to meet at a mutually agreeable time and place as soon as possible after notification to discuss the problem.
  
3. A copy of the formal complaint will be furnished to the other party at the time of filing.

**ARTICLE XXIX**  
**SUPPLEMENTS**  
**AND/OR**  
**MODIFICATIONS TO THIS AGREEMENT**

**Section A**

A supplement is defined as an addition or deletion of material or a change to a provision of this basic Agreement. If after this Agreement has been in effect, either party finds through experience the necessity for further supplementing and/or modifying this Agreement, it shall submit in writing a notice of desire to do so. Such a submission will include language for the proposal. Negotiations will begin at a mutually agreeable time but not later than 30 days from the date of notice of desire to negotiate, unless a later time is agreed to by the parties. Supplements and/or modifications to the Agreement will be kept to a minimum.

**Section B**

1. Any supplements and/or modifications to the Agreement require the same approval as the basic Agreement. They will terminate at the same time as the basic Agreement.
  
2. Negotiations will be conducted in a manner mutually agreeable to the parties.

**ARTICLE XXX**  
**DURATION OF AGREEMENT**

**Section A**

This Agreement becomes effective on the date of approval by the Department of Defense and shall remain in effect for three years from the date signed by the parties. It will automatically be renewed for succeeding periods of one year unless either party, in the period between 90 to 60 days prior or each terminal date of this Agreement, gives written notice to the other party of the desire to terminate or modify the Agreement. The party that gives such notice will provide the other party with a copy of their proposed changes at the time notice is given. It is understood that this Agreement will terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under the law.

**Section B**

If notice is given as provided in Section A above of a desire to negotiate a new Agreement, negotiations will commence no later than 45 calendar days after receipt of said notice.

**ARTICLE XXXI**  
**PUBLICATION AND DISTRIBUTION**  
**OF AGREEMENT**

The Employer will print and supply the Union, on a one-time basis, with 400 copies of this Agreement and any supplements thereto. Any additional copies requested by the Union must be purchased at cost by the Union. The Union is responsible for providing copies of this Agreement to bargaining unit employees.

