

# Collective Bargaining Agreement



AIR FORCE MATERIEL COMMAND

AND

FEDERAL POLICE OFFICERS OF HAWAI'I  
AND AFFILIATES  
MAUI CHAPTER

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## **ARTICLE 1**

### **GENERAL PROVISIONS**

#### **SECTION 1.01: PARTIES TO THIS AGREEMENT**

This labor-management Agreement is executed pursuant to the exclusive recognition of the Federal Police Officers of Hawai'i and Affiliates (FPHA), Maui Chapter, hereinafter referred to as the Union, as the certified bargaining agent for the consolidated bargaining unit of employees defined in Article 2 below and employed by the Air Force Research Laboratory, Detachment 15 (AFMC), hereinafter referred to as the Employer. In accordance with the provisions of 5 USC Chapter 71, the following articles constitute the collective bargaining Agreement entered into by and between the Union, on behalf of the Federal Police Officers of Hawai'i and Affiliates (FPHA), Maui Chapter, and the Employer.

#### **SECTION 1.02: RULES, REGULATIONS, AND POLICIES**

The reference to rules, regulations and polices throughout this Agreement refer to the rules, regulations, and policies effective upon the date of execution of this Agreement.

#### **SECTION 1.03: DAYS**

References to days throughout this Agreement refer to calendar days, whether stated as "days" or "calendar days," unless specifically referred to as "work days."

## ARTICLE 2

### RECOGNITION AND COVERAGE

#### SECTION 2.01: RECOGNITION AND COVERAGE

- a. Subject to the inclusions listed below and the exclusions listed in Section 2.02, the units to which this Agreement is applicable are composed of all: Police Officers of the Department of the Air Force, Air Force Research Laboratory, Maui Space Surveillance Complex, Kihei, Hawai'i.
- b. The parties acknowledge that the existing certificate may be amended/clarified in the future to include employees (as described above) not presently covered by this Agreement. Upon receipt of a new certification from the Federal Labor Relations Authority, Federal Police Officers of Hawai'i and Affiliates, Maui Chapter, as the exclusive representative, and Air Force Materiel Command (AFMC) shall meet and negotiate over provisions of this Agreement which affect any additional/new activities being certified. The parties agree to modify this contract or negotiate (through delegation) a local supplement for each new activity to satisfy the requirements of any article of this Agreement, which may specifically identify Locals or numbers.

#### SECTION 2.02: EXCLUSIONS

The following are excluded from the unit:

All other nonprofessional employees; professional employees; management officials; supervisors; and employees described in 5 U.S.C. § 7112(b) (2), (3), (4), (6) and (7).

**ARTICLE 3**  
**RIGHTS AND OBLIGATIONS**

SECTION 3.01: CONFORMANCE TO LAW

In the administration of all matters covered by this Agreement, officials of the Employer and the Union and employees of the bargaining unit are governed by all applicable laws, rules, and regulations.

SECTION 3.02: UNION RIGHTS

Union rights are spelled out in 5 USC Chapter 71.

SECTION 3.03: MANAGEMENT RIGHTS AND OBLIGATIONS

Management officials of the Employer retain the right, in accordance with applicable law:

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 for such cause as to promote the efficiency of the agency.

(2) to assign work, to make determinations with respect to contracting out, and determine 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

(b) any other appropriate source; and

(4) to take whatever actions may be necessary to carry out the agency

mission during emergencies.

c. In accordance with Merit System Principles, management will treat all employees fairly and equitably in all aspects of personnel management

### SECTION 3.04: EMPLOYEE RIGHTS AND OBLIGATIONS

- a. Each bargaining unit employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right.
- b. Each bargaining unit employee may file a grievance concerning conditions of employment subject to the control of the Employer under Article 6 of this Agreement.
- c. Each bargaining unit employee has the right to fair and equal representation by the Union regardless of dues-paying status.
- d. The Supervisor's Work Folder (commonly referred to as AF Form 971), is the supervisor's record relating to a subordinate employee. Upon request, employees or their properly authorized representative will be given a copy of documents placed in the Supervisor's Work Folder. Employees will be permitted to review the Supervisor's Work Folder, pertaining to them upon request at reasonable intervals. The employee must make requests for their supervisor to disclose the Supervisor's Work Folder to a representative in writing. Any other access to the Supervisor's Work Folder, is limited to persons having an official need to know.

### SECTION 3.05: PERMISSIVE SUBJECTS OF BARGAINING

- a. The employer recognizes that in the exercise of its Statutory rights to manage the AFRL workforce, there will be times when partnering with the Union and/or its respective representatives in the exercise of those rights delineated in 5 USC 7106 (b)(1) will best serve the interests of both parties. The extent of partnering may range from a sharing of needs, goals and implementing measures to achieve buy-in, or, upon the request of the Union, an election by the Employer to bargain the matter. Bargaining may either be limited to matters related to appropriate arrangements, or, at the election of the Employer, more substantive matters related to the decision itself.
- b. The Parties agree that nothing in this agreement obligates or precludes the Employer, either at HQ AFRL level or at each subordinate AFRL activity, from electing to negotiate matters falling within 5 USC 7106 (b)(1). An election by an AFRL activity to negotiate matters falling within 5 USC 7106 (b)(1) shall be applicable only to the activity making such election and shall in no way be construed by any Party to this agreement, or any third party, as obligating or precluding the Agency's subsequent elections at any level to negotiate such matters.

## **ARTICLE 4**

### **OFFICIAL TIME/UNION REPRESENTATION**

#### **SECTION 4.01: NUMBER OF STEWARDS AUTHORIZED**

The Employer agrees to recognize Union officials, local officers of the Union, Union stewards, and other authorized representatives designated by the Union. The Employer agrees to recognize one chief steward and two additional stewards in the bargaining unit.

#### **SECTION 4.02: DESIGNATION AND RECOGNITION OF STEWARDS**

- a. The Union agrees to designate officers or stewards to perform representative functions. The local President will furnish the employer a listing of authorized/ designated stewards. Additions or deletions to the recognized stewards will not be recognized until such time as the employer is notified of the change in writing by the local President.
- b. The Union retains its right to designate its representatives without interference. The effective use of stewards and a reasonable distribution of their Union workload enhances a sound union-management relationship and contributes to the efficiency of activity operations.

#### **SECTION 4.03: ADDITIONAL STEWARDS**

In addition to the chief steward, two additional stewards will be recognized. Such additional stewards shall act for the recognized chief steward by designation of the Union President, and shall be granted official time in accordance with this Article.

#### **SECTION 4.04: OFFICIAL TIME - GENERAL**

In order to develop and maintain effective labor management relations, the Employer agrees to allow official time as provided in Section 4.06 and Section 4.07 below to employees who are officials/stewards of the Union who have been designated in writing and who are otherwise in a duty status to accomplish the specified functions as set forth herein. Only one such Union steward/official will be permitted to attend authorized functions on official time unless an exception is granted on a case-by-case basis by the Employer, or unless more than one representative is authorized by specific provisions of this Agreement.

#### **SECTION 4.05: FUNCTIONS FOR WHICH A REASONABLE AMOUNT OF OFFICIAL TIME IS AUTHORIZED**

When work conditions are such that the steward/official may be excused from work, a reasonable amount of official time will be granted. Representatives will provide the

supervisors sufficient information to allow the supervisors to understand the complexity of issues for which Official Time is requested. It is the parties' intent that any official time agreed to by the parties authorized under section 7131(d) of the Federal Service Labor Management Relations Statute will be encompassed within one of the following activities. Official time which is reasonable, necessary and in the public interest will be granted for the following activities:

- (1) present grievances at any step of the Negotiated Grievance Procedure as specified in Article 6;
- (2) represent an employee or the Union at an arbitration hearing;
- (3) appear as a witness at any step of a grievance;
- (4) appear as a witness at an arbitration hearing;
- (5) attend meetings scheduled by management;
- (6) meet and confer or consult with management;
- (7) represent an employee in appeal hearings covered by statutory procedures;
- (8) represent the Union on approved committees authorized by this Agreement;
- (9) represent the Union on the DoD wage fixing authority wage survey teams or other approved labor management fact-finding studies;
- (10) be present as an observer in an adverse action proceeding or grievance adjustment where the Union is not the employee's representative (subject to approval of the hearing officer in charge of the proceeding);
- (11) represent the Union in formal discussions involving personnel policies, practices, working conditions, or grievances between bargaining unit employees and management;
- (12) represent the Union in investigatory interviews between supervisors and employees in accordance with Section 5.03c;
- (13) participate in informal Unfair Labor Practice resolution proceedings with management officials;
- (14) prepare employee grievances and appeals;
- (15) prepare for meetings scheduled with management;

- (16) assist an employee when designated as their representative in preparing a response to a proposed disciplinary action;
- (17) prepare responses to management-initiated correspondence;
- (18) prepare Union grievances;
- (19) assist an employee in preparing a response to any personnel action resulting from a directed fitness for duty examination;
- (20) prepare for arbitration;
- (21) allow travel time to the applicable worksite to accomplish any of the above

#### SECTION 4.06: RESTRICTIONS ON OFFICIAL TIME

No official time shall be authorized for functions not listed or referenced in this Article unless otherwise mutually agreed by the parties. Moreover, official time is prohibited for any activity performed by an employee relating to the internal business of the Union (including the solicitation of membership, election of Union officials, collection of membership dues, etc.).

#### SECTION 4.07: OFFICIAL TIME FOR EMPLOYEES

Employees who are otherwise in a duty status will be granted official time to prepare and present appeals and grievances under the Negotiated Grievance Procedure in accordance with Article 6. Employees will be released at the earliest opportunity consistent with workload requirements.

#### Section 4.08: OFFICIAL TIME RELEASE PROCEDURE

The following procedures shall apply to Union representatives who wish to leave their assigned work area on official time as authorized under this agreement.

- a. When a Union representative desires to leave their assigned work station to conduct authorized Union Management business, that Union representative must first report to and obtain permission of the immediate supervisor. In requesting release, the Union representative will inform the supervisor of the nature of the function to be performed, destination, name(s) of employee(s) to be contacted, estimated duration, and any other relevant information.
- b. Subject to the provisions of this Article, and if workload conditions permit, the Union representative shall be released. If release cannot be granted because of workload considerations, the supervisor shall advise the Union representative when release would be appropriate.



c. Upon release, applicable portions of the AFMC Form 949 will be completed by the supervisor and the Union Representative.

d. Upon return to the work area, the union representative shall advise the supervisor of his/her return. The employee shall sign the AFMC Form 949 and provide it to the supervisor. The supervisor will retain the form for accounting purposes. The union representative shall be given a copy of the form when it is completed.

e. For meetings called or approved by management officials which require the presence of a steward, the management official arranging such meeting shall arrange for the steward's release—to include shift adjustment (e.g. partial, full), if required—by contacting the steward's supervisor and providing the information necessary for release. All other provisions of this Section shall apply. This paragraph shall also apply to grievance presentation meetings held in accordance with ARTICLE 6, Grievance Procedures.

f. When a Union Steward is denied official time because of workload requirements, the supervisor denying the request for official time informs the Union Steward of a time that will accommodate both the Employer and the Union Steward. If a meeting cannot be scheduled on the same day that the request for official time is denied, any time limits associated with the request for official time will be automatically extended by the number of days or part thereof that the request was denied.

#### SECTION 4.09: LABOR RELATIONS TRAINING

a. The Employer agrees to grant official time to a specified number of Union officers and stewards to attend Labor Relations training determined to be of mutual benefit to the Employer and the Union. A block of official time up to 4 person-days shall be authorized each fiscal year for such training of Union officials. Additional person-days may be granted with the approval of the employer. The Union will provide a list of attendees after the training is completed.

b. The Union at a particular activity shall submit requests for official time to the appropriate management official normally at least 21 calendar days prior to proposed release for said training. Such requests must include information concerning the content and schedule of such training. Such requests must also include the names of employees whose attendance is desired. Approved training will be entered in the Supervisor's Work Folder (commonly referred to as AF Form 971).

c. Official time will be approved except in cases where the absence of an employee or employees would significantly interfere with the Employer's mission. When disapproval occurs for this reason, the reasons for such disapproval will be written in the remarks section of the AFMC Form 949 and be furnished to the Union Steward requesting official time at the time of disapproval.

d. Up to two Union Stewards will be authorized as observers at ULP hearings or at an arbitration hearing for training purposes, subject to a. and c. above. A Steward may attend up to two hearings per year for training purposes.

## ARTICLE 5

### DISCIPLINE AND COUNSELING

#### SECTION 5.01: DEFINITION AND COVERAGE

a. This article sets forth the criteria and comprehensive procedures by which the Employer shall impose discipline upon bargaining unit employees. For the purposes of this Agreement, disciplinary action is defined as those actions within 5 U.S.C. 7512 and lesser penalties, such as an oral admonishment and a written reprimand.

b. Discipline is the responsibility and the right of the Employer. The Employer agrees that disciplinary actions shall be based on just cause and for the efficiency of the service, and in accordance with applicable laws. The Employer further agrees to effect disciplinary actions in an efficient and timely manner. In this respect, when an employee is subject to discipline, the Employer will strive to effect disciplinary action within either 45 days of the offense, the Employer's awareness of the offense, or the completion of an investigation of the matter by an investigator other than the supervisor; whichever occurs later. If, for reasons of significantly changed circumstances, further delay in taking the action is anticipated, the Employer satisfies the requirements of this section by issuing the employee a written notice from the Employer to the employee advising:

- (1) that disciplinary action is being considered,
- (2) the general basis for the action,
- (3) the reason for the delay, and
- (4) that the employee will be informed when a decision has been made.

#### SECTION 5.02: NONDISCIPLINARY COUNSELING

a. The parties recognize the Employer has the obligation and responsibility to conduct non-disciplinary counseling to meet regulatory requirements or to correct misconduct that does not warrant discipline as defined above. These counseling may be verbal or written as required by the circumstances involved.

b. The parties agree these non-disciplinary counseling, if written and entered into the Supervisor's Work Folder (commonly referred to as AF Form 971), will be shown to the employee. The parties further agree the employee shall acknowledge his/her awareness of the entry by dating and signing the Supervisor's Work Folder. Records of counseling may remain in the Supervisor's Work Folder for up to one year, after which they will be removed and destroyed.

SECTION 5.03: NON-FORMAL INVESTIGATORY INTERVIEWS AND REPRESENTATIONAL RIGHTS

- a. Before proposing and/or effecting disciplinary action against an employee of the bargaining unit, management officials shall attempt to ascertain all pertinent facts both for and against the employee.
- b. When the supervisor becomes aware of a possible or actual infraction of the Employer's rules of conduct, the supervisor may, at his/her discretion, investigate and/or discuss the matter. Such discussion, where applicable, shall be accomplished informally and in private with the employee(s) involved and the employee representative if requested by the employee.
- c. Weingarten Rights: When the Employer or its agents conducts a non-formal investigatory interview, the employee being interviewed is entitled upon request to the presence of a Union representative if the employee reasonably believes that the interview may result in disciplinary action. If representation is requested, no further questioning will take place until the representative is present:
- (1) The right to representation in such investigatory interviews arises only when the employee specifically requests union representation.
  - (2) The Employer shall make a reasonable effort to conduct a Weingarten interview, and the Union shall make a reasonable effort to have a Union representative available.
  - (3) The Employer reserves the right to cancel the investigatory interview once the employee has requested union representation. A decision by management to cancel an interview on this basis need not be justified in any way, and the Employer may proceed with its investigation and/or disciplinary action on the basis of information from other sources.
- d. When all the facts have been gathered and disciplinary action appears to be in order, discipline or a proposed notice thereof, as applicable, will be given to the employee in accordance with the procedures set forth in this Article. Subsequent to issuance, the employee will not be questioned further about the incident if he/she has requested a union representative until the representative is present.
- e. Interviews and inquiries shall be conducted privately and in such a manner as to minimize any personal embarrassment to the affected employee(s). Further, if the supervisor has reason to counsel or discipline an employee, such shall be accomplished privately in a manner that will not embarrass the employee(s).

SECTION 5.04: NOTICES OF PROPOSED ACTIONS AND NOTICES OF FINAL DECISIONS

- a. The employer will give Notices of Proposed Action for disciplinary actions taken under Section 5.06 of this Agreement. Said notices will advise the employee of his/her right to make a reply and an appropriate point of contact for the reply. Notices of Final Decision will further advise the employee of his/her right to appeal or grieve as appropriate and an appropriate point of contact for the appeal or grievance. Receipt dated notices will be given to employees in duplicate so that they may give one copy to their representative or the union if they desire.
- b. The affected employee may submit a written request for a time limit extension to reply to a Notice of Proposed Action. Said written request should be submitted to the designated Deciding Official.
- c. The decision to take action must be based on the charge(s) stated in the Notice of Proposed Action.

SECTION 5.05: ORAL ADMONISHMENT

With respect to Oral Admonishments, the Employer shall inform the employee of the reasons for the admonishment and the facts that led the Employer to the conclusion that such action was warranted. The Employer will make a brief entry on the appropriate Supervisor's Employee Brief to document the action and date of occurrence. The employee will sign and date the entry to acknowledge receipt of the action. The employee may subsequently file a written grievance at Step 1 of the Negotiated Grievance Procedure contesting the action within 21 calendar days of receipt of the action.

SECTION 5.06: WRITTEN REPRIMANDS, SUSPENSIONS AND REMOVALS

- a. For disciplinary actions taken under this section, the Employer shall give the affected employee a Notice of Proposed Action IAW Section 5.04 above. The Notice of Proposed Action will indicate in detail the reasons for the proposed action.
- b. The employee may respond verbally or in writing, or both, to the supervisor designated to hear the reply within 21 calendar days of receipt of the Notice.
- c. Normally the Employer shall issue a written decision within 35 calendar days of the employee's response, or expiration of the time limits in 5.06b above, whichever comes last.

d. The employee may subsequently file a written grievance at Step 1 of the Negotiated Grievance Procedure contesting the decision within 21 calendar days of receipt of the Notice of Final Decision, or, if the disciplinary action is a suspension greater than 14 days, a removal, or a reduction in grade or basic rate of pay the affected employee may exercise appeal rights provided by 5 USC 7121.

e. This Section does not apply to emergency suspensions where reasonable cause exists to believe that the retention of the employee in an active duty status may be injurious to the employee, his/her fellow workers, or the general public; or because of the nature of the employee's offense may violate the civil service code of conduct and reflect unfavorably on the public perception of the Federal Service. In such cases, actions will be taken consistent with applicable laws.

#### SECTION 5.07: RECORDS OF DISCIPLINARY ACTIONS

a. Records of disciplinary action will be maintained as described below. The record of disciplinary action shall be removed from the employees' record after the period defined below. The record retention period begins on the effective date of the action. Prior offenses may be used in determining the severity of the penalty for a current offense if the prior action falls within the retention period described below:

- |                        |  |
|------------------------|--|
| (1) Oral Admonishment: | up to 1 year in Supervisor's Brief*  |
| (2) Reprimand:         | up to 2 years in Supervisor's Brief;<br>2 years in Official Personnel Folder |
| (3) Suspension:        | up to 3 years in Supervisor's Brief;<br>SF-50 in Official Personnel Folder   |

\* Except, if the employee is subject to a second disciplinary action within one year, up to 2 years in Supervisor's Brief.

b. Disciplinary Actions, which are removed as a result of a third-party decision, or as a result of a management decision, shall be removed from all of the employee's records. The Employer will make a good faith effort to complete the removal within 10 days of notification of the third party decision.

#### SECTION 5.08: GRIEVANCES AND APPEALS

All disputes under this Article, may be processed under the Negotiated Grievance Procedure. When an employee chooses to appeal any suspensions which exceed 14 days, removals, or a reduction in grade or basic pay the employee may choose to exercise either the statutory appeal procedure under 5 USC 7121, or the Negotiated Grievance Procedure, but not both. It is understood that proposed letters of reprimand, suspension,

removal, or reduction in grade or basic pay are excluded from the Negotiated Grievance Procedure.

#### SECTION 5.09: LESSER PENALTIES

Where the employer issues a proposed notice of disciplinary or adverse action under the provisions of this Article, it is recognized that the Employer may, after considering an employee's response, subsequently decide or agree to impose a lesser penalty covered by the provisions of this Article. When such occurs, it is agreed that a final decision will be issued without the necessity of issuing an additional proposed notice. Further, the time limits set forth in this Article shall not apply. The employee may subsequently file a written grievance at Step 1 of the Negotiated Grievance Procedure within 21 calendar days of the receipt of the final decision.

#### SECTION 5.10: DECISIONS BY APPROPRIATE AUTHORITY

When, after an adverse action hearing has been conducted under appropriate regulations, the Employer is directed by appropriate authority to impose a lesser action where such disciplinary action is covered under this Article; such decision will be final and not subject to further review under the Grievance Procedure.

#### SECTION 5.11: LAST CHANCE AGREEMENTS

- a. The parties recognize that last chance agreements are a useful tool to afford an employee an option between rehabilitation and discipline. When it is agreed upon that a last chance agreement may be an appropriate remedy to correct an employee's actions, the deciding official and employee shall meet in good faith to negotiate the provisions of the agreement. If an employee has elected to be represented by a union representative, the union representative shall be present during the negotiations of the agreement.
- b. A last chance agreement shall be binding on the parties identified within the agreement, so long as the agreement is mutually acceptable to both parties; and contains clear and concise stipulations and expectations.
- c. If there is an alleged breach of the last chance agreement, and disagreement exists over whether the employee's actions breached the agreement, the employee may file a Step 1 grievance within 21 days of the proposed disciplinary action for breach of the agreement. The employee's grievance shall be limited to claims asserting or defending breach of contract as appropriate.

## **ARTICLE 6**

### **NEGOTIATED GRIEVANCE PROCEDURE**

#### **SECTION 6.01: SCOPE AND COVERAGE**

a. This Article shall constitute the sole and exclusive procedure available to the Employer, the Union, and employees of the bargaining unit for the resolution of grievances subject to the control of the Employer applicable to any matter involving the interpretation, application, or violation of this Agreement or local supplements thereto, any matter involving working conditions, or any matter involving the interpretation and application of applicable law, policies, regulations, and practices of the Air Force, AFMC, and subordinate AFMC activities not specifically covered by this Agreement.

b. The Union agrees that when one or more employees have the same or similar grievance, and are represented by the Union, the Union shall consolidate the claims into one grievance. The Union shall name one party on the AFMC Form 913 as the representative of the party, and a list of the names included in the grievance shall be attached. The decision rendered by the Designated Management Official (DMO) shall apply to all parties named in a consolidated grievance. If the facts and circumstances of the case make it reasonable for an employee(s) to be excluded from a consolidated grievance, the DMO may issue a separate decision for the excluded employee(s), or request that the consolidated grievance be severed.

#### **SECTION 6.02: EMPLOYEE ASSESSMENTS**

Contribution-based Compensation System employee assessments will be grieved using the Administrative Grievance System (AGS) identified in Article 12, Section 12.02.

#### **SECTION 6.03: OPTIONAL USE OF STATUTORY APPEAL PROCEDURES**

a. An aggrieved employee affected by a prohibited personnel practice under 5 USC 2302(b) (1) which also falls under coverage of the Negotiated Grievance Procedure (NGP) may raise the matter under a statutory procedure or the negotiated procedure, but not both. Selection of the negotiated procedure in no manner prejudices the right of an aggrieved employee to request the Merit Systems Protection Board to review the final decision pursuant to 5 USC Chapter 77 in the case of any personnel action that could have been appealed to the Board, or, where applicable, to request the Equal Employment Opportunity Commission to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the Equal Employment Opportunity Commission.



b. Matters covered under 5 USC Chapter 43 and Chapter 75 which also fall within the coverage of the negotiated grievance procedure may, at the discretion of the aggrieved employee, be raised either under the appellate procedures of 5 USC Chapter 77 or under the negotiated grievance procedure, but not both.

#### SECTION 6.04: GRIEVABILITY/ARBITRABILITY DETERMINATIONS

The Employer agrees to furnish the Union a final written decision concerning the nongrievability or nonarbitrability of a grievance, within the time limits provided for the written decision in Step II of this procedure. If the grievance is alleged to be subject to statutory appeal procedures, the decision shall expressly state that it is the activity's final decision in the matter. All disputes of grievability or arbitrability shall be referred to an arbitrator as a threshold issue of the grievance in accordance with Article 7, Arbitration. If the arbitrator determines that the issue is arbitrable, the arbitrator will hear the merits of the grievance.

#### SECTION 6.05: EXTENSIONS OF TIME LIMITS

a. Time limits in this Article may be extended by mutual agreement of the Employer and the Union. Mutual agreement must be in writing and signed by the Union representative, and the appropriate DMO, or a designated representative. The parties shall respond to the request within 72 hours or the next duty day, whichever is later. The parties' failure to respond or meet will permit the grievance to be elevated to the next step, or to be decided without further meeting with the grievant.

b. If the agency fails to respond in a timely manner at Step I, the Union has the right to meet with the Detachment Commander or designated representative, to discuss the matter of timeliness. Meetings may be conducted in person, by telephone, or by video teleconference. The meeting will include the directorate official (or equivalent), Step I DMO, Grievant and the Union steward. This meeting does not preclude the union from advancing the grievance to Step II.

c. If the agency fails to respond in a timely manner at Step II, the Union has the option of immediately invoking arbitration or meeting with the Detachment Commander or designated representative, to discuss the matter. The meeting will include the Detachment Command Section Official, Step II DMO, Grievant and the Union Steward. The intent of the meeting is to discuss why the response wasn't timely and to seek resolution of the grieved matter. If this meeting does not resolve the issue the Union is free to invoke arbitration, with the timeframes for invoking based on the date of the meeting.

SECTION 6.06: UNION REPRESENTATIVE AT GRIEVANCES WHERE EMPLOYEES REPRESENT THEMSELVES

If a unit employee presents a grievance directly to management, without Union representation, for adjustment consistent with the terms of this Agreement, the Union shall be given an opportunity to have a Union representative present at any discussion of the grievance. The Union representative will be on official time if the representative would otherwise be in a duty status.

SECTION 6.07: PROTECTION FROM REPRISAL

The Employer and the Union agree that every effort will be made by management and the aggrieved to settle grievances at the lowest possible level. In as much as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.

SECTION 6.08: NEGOTIATED GRIEVANCE PROCEDURE FOR EMPLOYEE GRIEVANCES

a. An employee with a potential grievance with the remedy being in the control of the Employer, who wishes to use Union resources to file a grievance, will obtain permission from the supervisor to consult with the designated Union representative. The employee may elect not to consult with the designated Union representative and continue to section (b) of the NGP without delay.

b. When an employee has chosen to proceed without the Union, or, when the Union has validated the potential grievance, the employee or Union representative will:

- (1) Obtain an AFMC Form 913, Standard Grievance Form from the supervisor or the Union.
- (2) Complete Part 1.
- (3) Present the AFMC Form 913 and written designation of Union representation, if applicable, to the supervisor within 21 calendar days.
- (4) The time limit will begin on the next calendar day following the date of the management action giving rise to the potential grievance; or
- (5) on the next calendar day following the date of reasonable awareness of the action or occurrence giving rise to the potential grievance.
- (6) Inform the supervisor of the nature of the complaint.

c. The first level supervisor will do the following:

- (1) Provide a receipted copy of the AFMC Form 913 to the employee as soon as possible but not later than one (1) supervisor workday.
- (2) Forward a copy of the AFMC Form 913 to the Union within three (3) supervisor workdays.
- (3) Forward the AFMC Form 913 to the designated management official (DMO) designated to hear grievances within three (3) workdays. The DMO to whom the grievance is referred must not be the official(s) giving rise to the incident being grieved.
- (4) Contact the supervisor of the designated Union steward within three (3) supervisor workdays to coordinate the steward/employee meeting. Grievance preparation will be conducted as near the work site as possible in an area that provides privacy, e.g., a conference room, vacant office, etc. The grievance preparation meeting will normally occur not more than 7 calendar days from the date the Form 913 was submitted to the supervisor.

c. The DMO will arrange for the Step I meeting to be held within 15 calendar days of his/her receipt of the AFMC Form 913 unless otherwise mutually agreed. At the beginning of the Step 1 meeting, the employee shall affirm in writing on the AFMC Form 913, the election of the formal negotiated grievance procedure as opposed to statutory procedures. The DMO will discuss the grievance with the grievant(s) and the union representative, and any other person deemed necessary by the DMO for resolution. The grievant can provide a list of witnesses for the DMO's consideration in resolving the case. If the DMO determines he/she does not have the requisite authority to resolve the grievance, the DMO will forward the grievance within 5 calendar days after his/her receipt of the grievance or the date of the meeting to the management official with the requisite authority to make a decision. If the grievance is timely forwarded within the five calendar days, the management official with the requisite authority will have 15 calendar days from receipt of the referred grievance to arrange and conduct a meeting.

d. Immediately prior to the end of the Step I meeting the grievant and the union representative will complete Part II of the AFMC Form 913 and return the AFMC Form 913 to the DMO. The DMO will provide a copy of the updated AFMC Form 913 to the grievant and union representative prior to adjourning the Step 1 meeting.

e. The DMO shall provide a written decision and the original grievance package to the designated representative and a copy of the decision to the grievant within 15 calendar

days of the Step I meeting unless otherwise mutually agreed. Rationales for grievance decisions will be provided commensurate with the issues framed in the grievance.

f. Step II. If the grievant is not satisfied with the decision at Step I of the NGP the grievant may elevate the grievance to the Detachment Commander, or his/her designee. The grievance must be received in the servicing Labor and Employee Relations Section within 15 calendar days on the next calendar day following receipt of the Step 1 decision.

- (1) The Step II grievance packet must include the AFMC Form 913, a written request for a meeting, if applicable, and any management responses received prior to submission to Step II of the NGP. New issues, i.e., issues not raised as part of the Step I process, shall not be raised.
- (2) If either party desires to hold a meeting, such meeting will be requested in writing, and held within 15 calendar days. The Detachment Commander, or his/her designee, will issue a written decision to the union representative within 15 calendar days starting on the next calendar day following the receipt of the grievance, or within 15 calendar days starting on the next calendar day following the Step II meeting. Rationales for grievance decisions will be provided commensurate with the issues framed in the grievance. This decision will be the Employer's final decision on the grievance for the purpose of invoking arbitration.

#### SECTION 6.09: UNION OR EMPLOYER GRIEVANCES AT ACTIVITY LEVEL

For grievances between the Employer and the Union at the activity level, the following procedures apply:

- a. If the Employer is aggrieved at the subordinate activity level, its representative shall file a written grievance with the Union President within 21 calendar days starting on the next calendar day following the date of the act or awareness of the act causing said grievance. Representatives of the parties shall meet as soon as possible on a mutually agreeable date, but not later than 21 calendar days starting on the next calendar day following the date of submission of the grievance, at the subordinate AFRL activity to discuss the matter. Within 21 calendar days starting on the next calendar day following the said meeting, the president or designee shall render a decision, in writing, in the matter to the Detachment Commander. Rationales for grievance decisions will be provided commensurate with the issues framed in the grievance. If such decision fails to resolve the matter, the Employer may invoke the procedures for activity level arbitration as set forth in Article 7.
- b. If the Union is aggrieved at the subordinate activity level, its representative shall file a written grievance with the Detachment Commander or designee of the activity within 21

calendar days starting on the next calendar day following the date of the act or awareness of the act causing said grievance. Representatives of the parties shall meet as soon as possible on a mutually agreeable date, but not later than 21 calendar days starting on the next calendar day following the date of submission of the grievance, at the Union's local office. Within 21 calendar days starting on the next calendar day following the said meeting, the Detachment Commander or designee shall render a decision, in writing, in the matter to the Union president. Rationales for grievance decisions will be provided commensurate with the issues framed in the grievance. If such decision fails to resolve the matter, the Union may invoke the procedures for activity level arbitration as set forth in Article 7.

SECTION 6.10: WITNESSES

Employees shall be made available as witnesses at any step and will not suffer loss of pay or charge to leave while they are serving in that capacity if in a duty status.

## **ARTICLE 7**

### **ARBITRATION**

#### SECTION 7.01: INVOKING ARBITRATION AT THE ACTIVITY LEVEL

a. The following procedure will apply when invoking arbitration. If the Union wishes to invoke arbitration, the Union President or designee, must present to the activity Labor Relations Office a written request for arbitration within 30 calendar days of receipt of the Step 2 decision, or in the absence of a decision, the date a decision was due. Within 30 calendar days of a request for arbitration, or as otherwise agreed, a hearing will be scheduled on a date mutually convenient to both parties. The parties will strive to have the hearing held no later than 45 calendar days after the request for arbitration. If the employer is the moving party, the employer may provide written notification to the union president, or designee within the timeline specified above.

b. Establishing the List of Arbitrators. An alphabetized list of arbitrators will be established at each activity to be used in a fixed rotation. The alphabetical rotation for selection of an arbitrator will be followed until an arbitrator is available. The parties will agree upon the number of arbitrators to maintain on a list to satisfy local arbitration requirements. The parties at each activity will exchange a list of three (3) arbitrators. Names common to both lists are placed on the permanent list. If more than the agreed upon number of names appear on both lists, alternate striking of names will be used to reduce the list (first strike is determined by chance). If insufficient names appear, additional lists of three (3) names will be exchanged until the agreed upon number of arbitrators has been selected. Once selected, the arbitrators will be provided a copy of this procedure and asked if they desire to participate. Once the list of permanent arbitrators is established, either the Union or Management may unilaterally remove one arbitrator in a 12-month period. Arbitrators may be removed at any time by mutual consent. Arbitrators may also remove themselves from the list. The party initiating a removal from the list must simultaneously notify the other two parties. At any time the list of arbitrators contains less than the agreed upon number of arbitrators, the parties have 10 workdays to exchange a list of at least two names and use the above procedures to replenish the permanent list.

d. Grievances that have been processed separately through the negotiated grievance procedure may be combined for arbitration only by mutual agreement of the parties. Any such agreements will be in writing.

#### SECTION 7.02: DATE AND SITE OF ARBITRATION

a. Upon notification through the selected source to the arbitrator of selection, representatives of the Employer and the Union shall jointly make arrangements for the hearing on a mutually acceptable date. The parties shall make every effort to schedule

arbitration hearings arising hereunder within 30 calendar days of notification by the selected arbitrator of his/her availability.

b. The arbitration over employee grievances shall take place at the installation where the employee works, unless otherwise mutually agreed.

c. Local Union grievances that have local application shall take place at the activity level.

d. The arbitration hearing shall be held in facilities provided by the Employer or the Union during the normal working hours.

#### SECTION 7.03: ARBITRATION FEES AND EXPENSES

a. The fee and expense of the arbitrator shall be borne equally by the Employer and the Union.

b. The cost of a shorthand reporter or transcript, where such is mutually agreed upon by the parties or where requested by the arbitrator, shall be shared equally by the parties. Absent mutual agreement, either party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation. However, any party subsequently requesting and receiving a copy of a transcript of an arbitration hearing must pay 50% of all costs incurred in the preparation of such transcript.

c. If a cancellation fee is incurred in either regular or expedited arbitration, the party withdrawing from arbitration shall be responsible for the full cost of such cancellation fee unless the withdrawal is by virtue of a written agreement or a settlement.

#### SECTION 7.04: QUESTIONS OF GRIEVABILITY/ARBITRABILITY

The arbitrator shall have the authority to make all grievability and/or arbitrability determinations. Threshold questions of arbitrability/grievability shall be submitted to an arbitrator by written brief. Threshold questions of arbitrability/grievability shall be submitted to an arbitrator by written brief before the arbitration/hearing is scheduled.

Each party will have 21 calendar days to respond to the other party's brief. The arbitrator will render a written decision on the threshold issue(s) prior to a hearing on the merits of the underlying case, unless otherwise mutually agreed.

#### SECTION 7.05 PROCEEDINGS - ARBITRATOR'S AUTHORITY - AWARD

a. The arbitrator's authority is limited to deciding only the issue or issues considered in the formal grievance. If the parties fail to agree on a joint stipulation of the issue for arbitration, then each shall submit a separate stipulation and the arbitrator shall determine the issue or issues to be heard. The arbitrator is empowered to fashion an appropriate

remedy consistent with the terms of this contract and in accordance with applicable law (e.g. 5 USC 5596), rule or regulation. Either side reserves the right to argue to the arbitrator what such an appropriate remedy should be.

- b. The order of proceedings will be determined by the arbitrator.
- c. The arbitrator will be requested to render a decision as quickly as possible, but not later than 30 days after the conclusion of the hearing unless the parties mutually agree to extend this time limit.
- d. The arbitrator's award shall be binding on the parties and implemented upon receipt, unless appealed and stayed. Either party may file exceptions to the arbitrator's award in accordance with 5 USC Chapter 71.
- e. Any dispute over the application or interpretation of an arbitrator's award, including remanded awards, shall be returned to the arbitrator for settlement.
- f. Arbitration awards rendered at the activity level under the procedure for arbitration as set forth herein shall apply to and be implemented only at the subordinate AFRL activity at which the grievance arose and at which the arbitration hearing was held unless otherwise expressly agreed to by the Employer and the Union.

#### SECTION 7.06: WITNESSES

- a. The Employer agrees that a reasonable number of relevant witnesses, who are employees of the Employer and who are otherwise in a duty status, shall be excused from duty to provide testimony in arbitration hearings arising under this Article. A reasonable amount of duty time, if otherwise in a duty status, and subject to mission requirements, may be granted for a pre-hearing interview. Such employees shall not suffer loss of pay or charge to leave.
- b. Unless agreed otherwise, the parties must exchange written witness lists no later than 14 calendar days prior to the scheduled date of the hearing. If either party does not meet the 14 calendar day time frame, that party will be precluded from calling witnesses. Upon timely receipt of the union's witness list, the Labor Relations Office will contact the witnesses' supervisor to arrange release.
- c. Either side's representative may interview the other party's witnesses on the witness list provided the witness consents to be interviewed and is advised of the following:
  - (1) The cooperation of the witness is completely voluntary.
  - (2) The other party is notified prior to interviewing the witness.
  - (3) The witness is free to refuse to cooperate in the interview.



- (4) The party seeking the interview will not take any act of reprisal against the witness if the witness decides to not be interviewed.

The contact to determine whether the witness consents to be interviewed shall be by telephone/email, except where the representative and the witness are assigned to the same work area.

#### SECTION 7 07: EXPEDITED ARBITRATION

a. GENERAL. The parties agree that individual employee grievances on matters listed below will be arbitrated using the expedited procedure unless the parties mutually agree to the regular arbitration procedure. Further, the parties may agree to include any subject not listed in expedited arbitration. Any such agreements will be in writing. Expedited arbitration procedures may not be used for Union or Employer grievances. Group grievances may be included by mutual agreement. Awards rendered in this expedited procedure will have no precedential value. When a grievance case involves both expedited and regular arbitration issues, regular arbitration will be used to resolve all the issues framed in the grievance.

b. Grievances involving the following issues must be arbitrated under this procedure, unless otherwise mutually agreed:

- (1) Suspensions of 3 days or less
- (2) Decisions to reprimand
- (3) Oral admonishment
- (4) Entries on Supervisor's Work Folder (commonly referred to as AF Form 971)
- (5) Matters regarding leave
- (6) AWOL
- (7) Overtime
- (8) Shift Assignment

c. Invoking Expedited Arbitration. If the Union wishes to invoke expedited arbitration, the Union President, or designee, must present to the activity Labor Relations Office a written request for expedited arbitration within 10 calendar days of receipt of the Step 2 decision, or in the absence of a decision, the date a decision was due. Within 25 calendar days of a request for expedited arbitration, or as otherwise agreed, a hearing will be scheduled on a date mutually convenient to both parties. The parties will strive to have

the hearing held no later than 45 calendar days after the request for expedited arbitration. Unless agreed otherwise, only one expedited hearing will be held each day

d. Witnesses and Conduct of Hearing. Either party may use up to five witnesses unless it is mutually agreed to use more. Witness lists will be exchanged no less than 7 days prior to the scheduled hearing unless mutually agreed otherwise. There will, however, be no formal rules of evidence, no transcripts taken and no pre or post hearing briefs allowed. Unless agreed otherwise, the hearing is limited to one hearing day. If either party does not meet the 7 calendar day time frame, that party will be precluded from calling witnesses. Upon timely receipt of the union's witness list, the Labor Relations Office will contact the witnesses' supervisor to arrange release.

e. Selection of Arbitrators. Arbitrators will be selected in accordance with procedures defined in Section 7.01b.

g. Arbitrator Fees. Arbitrators under this procedure will be compensated at their scheduled rate or \$1,500, whichever is less, plus all travel expenses (to include airfare, rental car, food, lodging, parking, mileage, etc.). The fee and expense of the arbitrator shall be borne equally by the Employer and the Union.

h. Arbitrator's Awards. Arbitrators under this procedure will issue their awards from the bench at the close of the hearing, and confirmed in writing within 3 calendar days from the close of the hearing; or in writing within 5 calendar days after the close of the hearing.

## **ARTICLE 8**

### **DUES WITHHOLDING**

#### **SECTION 8.01: AUTHORIZATION**

Members of the Union who are in the exclusive bargaining unit may authorize payroll deductions of regular dues by voluntarily executing Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues." Effective date of such request shall be as set forth in Section 8.06 below.

#### **SECTION 8.02: INITIATING AND CANCELING DUES**

a. An allotment may be submitted to the Civilian Pay Section of a subordinate AFMC activity at any time. Members of the Union who are in the exclusive bargaining unit and who have voluntarily authorized Union dues withholding may cancel payroll deductions of said dues by voluntarily executing a Standard Form 1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues." SFs 1188 shall be forwarded to the Civilian Pay Section of the subordinate AFMC activity to which the employee is permanently assigned. Effective date of such revocation shall be as set forth in Section 8.06b below.

b. When an employee cancels his/her dues, the Union encourages the employee to discuss the cancellation with the Local Union President when in a non-duty status. The purpose of the discussion will be to inform the employee of any administrative fees associated with a reapplication for membership in accordance with the Union's governing constitution and by-laws.

c. Employees may obtain an SF 1188 from the Air Force E-publishing website for the cancellation of Union dues withholding.

#### **SECTION 8.03: CRITERIA FOR NONELIGIBILITY**

A member of the Union who is in the exclusive bargaining unit will cease to be eligible for dues withholding under this Article if any of the following situations arise:

- a. He/she ceases to be a member in good standing of the Union; or
- b. He/she ceases to be a part of the exclusive bargaining unit; or
- c. He/she fails to receive sufficient compensation to cover the total amount of the allotment.

#### SECTION 8.04: UNION RESPONSIBILITIES

a. The Union at the local level may publish, on a quarterly basis, information advising bargaining unit employees of the procedures and time periods for starting and terminating dues withholding as set forth in Section 8.06a and b.

b. The Union agrees to assume responsibility for purchasing and distributing to its members' SFs 1187, and assuring members return completed forms to the Union.

c. Notifying the Civilian Pay Section of each subordinate AFMC activity in writing of:

- (1) The names and titles of officials authorized to make the necessary certification of SFs 1187 in accordance with this Agreement;
- (2) The name, title, and address of the allottee to which remittances should be sent, including how the check should be made out;
- (3) Any change in the amount of membership dues; and
- (4) The name of any employee who has been expelled or ceases to be a member in good standing in the Union within ten days of such final determination.

d. The Union agrees to assume responsibility for forwarding properly executed and certified SFs 1187 to the Civilian Pay Section of the appropriate AFMC activity on a timely basis.

e. Promptly forwarding an employee's revocation on SF 1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues," in duplicate to the Civilian Pay Section of the activity when such revocation is submitted to the Union.

#### SECTION 8.05: MANAGEMENT RESPONSIBILITIES

a. Management will be responsible for insuring that the Accounting and Finance Division of each subordinate AFMC activity as applicable will:

- (1) Permit and process voluntary allotments of dues in accordance with this Article.
- (2) Withhold employee dues on a biweekly basis.
- (3) Provide the following information on the remittance listing to the activity Union local designee:
  - (a) The name of each activity unit employee for whom a deduction is made during the current pay period, plus the name of each activity unit

employee for whom authorizations were applicable in the previous pay period but for whom amounts are not being deducted in the current pay period.

(b) For each activity unit employee the following information will be given to the activity Union local designee to the extent applicable:

(i) Amount withheld for each activity unit employee.

(ii) Identification of activity employees who have submitted revocation of allotment (SF 1188) with effective date of final deduction.

(iii) Identification of activity employees for whom allotments have been temporarily or permanently stopped and reasons therefor (e.g., no deduction because employee's compensation was insufficient to permit a deduction, no deduction because employee has been separated, transferred, or reassigned outside the unit recognized as covered by the agreement to withhold dues, etc.).

(iv) The amount deducted.

b. Management will be responsible for insuring that the Civilian Personnel Office will notify an employee submitting an SF 1187 when that employee is not eligible for an allotment because he/she is not included under the recognition on which this Agreement is based.

c. Management will be responsible for timely discontinuances of dues withholding of employees who are separated, transferred, promoted, or otherwise reassigned outside any of the bargaining units covered by this Agreement. If the Employer has an out-processing checklist that an employee must complete prior to voluntarily leaving the activity, the Employer will include a reminder to speak with the local Union President during out processing.

d. Management at the local level will publish the following notice in January of each year:

(1) Notice to FPHA Unit Employees Concerning Union Dues

(2) Employees desiring to initiate an authorization for dues withholding may obtain an SF 1187 from any FPHA steward or official. The effective date will be the first full pay period after receipt of the SF 1187 by the Civilian Pay Section.

- (3) Employees wishing to discontinue their dues withholding may submit an SF 1188 to the Civilian Pay Section or the Labor Relations Office. Discontinuance of dues withholding will be effective beginning the first full pay period following the particular anniversary date (the anniversary date is the starting date of the first pay period for which dues were deducted from the employee's pay).

SECTION 8.06: EFFECTIVE DATES FOR DUES WITHHOLDING ACTIONS

ACTION	EFFECTIVE DATE
a. Starting dues withholding	Beginning of first pay period after date of receipt of properly executed and certified SF 1187 by Civilian Pay Section.
b. Revocation of dues by employee	Beginning the first full pay period following the particular anniversary date (the anniversary date is the starting date of the first pay period for which dues were deducted from the employee's pay).
c. Termination due to loss of membership in good standing	Beginning of first pay period after date of receipt of notification by the civilian pay section.
d. Termination due to loss of recognition on which allotment is based, or termination by an appropriate authority outside the Department of Defense.	Beginning of first pay period exclusive following loss of recognition.
e. Termination due to separation movement outside unit of recognition	(1) If action is effective the first or day of a pay period, termination of allotment will be at the end of the preceding pay period.  (2) If action is effective on any day other than the first day of a pay period, termination of allotment will automatically be at the end of the pay period.
f. Termination due to employees noneligibility for dues withholding.	Beginning of first pay period after date of receipt of notification in the Civilian Pay Section.

#### SECTION 8.07: CHANGES IN DUES AMOUNTS

Each Union local at each subordinate AFMC activity may change the amount of membership dues deducted per employee (including add-on insurance premium deductions). The president of the Union local at the particular activity shall forward a certification to the activity Civilian Pay Section indicating that the amount of dues has changed; such certificate must be received at least 10 workdays prior to the first day of the pay period in which such change is to be effective. Changes shall become effective the first full pay period after timely receipt by the activity Civilian Pay Section, or on a later date if specified by the Union. The Civilian Pay Section will notify the Union monthly of the bargaining unit members who have submitted SFs 1188.

#### SECTION 8.08: ADMINISTRATIVE ERRORS

- a. The Employer shall not recoup money from the Union dues remittance payments.
- b. In the event that a member's dues deduction authorization is terminated by said member leaving the bargaining unit, and the employer erroneously fails to immediately terminate said deduction, the employer shall terminate said deduction upon learning of the error.
- c. The employer shall start dues deductions effective on the pay period following the submission of Form 1187 as required by Section 8.01 above. In the event of an administrative error in the starting of such dues deduction, the one-year period for such deductions shall begin on the date such error is corrected.
- d. In the event the Employer erroneously pays any monies to the Union as a result of any arithmetic or computer error, the Union shall promptly return said funds to the Employer. Errors resulting from dues incorrectly collected shall not fall within this requirement.
- e. Deductions will not be made for an employee who has been in a nonpay status for a pay period.

#### SECTION 8.09: PROVISIONS OF 5 USC SECTION 7102

Nothing in this Agreement shall require an employee to become or remain a member of the Union or to pay money to the Union except pursuant to a voluntary written authorization by an eligible member of the Union for payment of dues through the payroll deduction procedures set forth above or by voluntary cash dues payment by a member.

#### SECTION 8.10: REMITTANCE OF DUES MONIES

- a. The Employer shall assist the Union in effectively remedying any errors in the remittance of dues monies.

b. The Employer shall make available "electronic fund transfer system" as soon as said system is implemented within Air Force Materiel Command. Further, the Employer will immediately notify the Union and provide for implementation bargaining in regard to said system.

c. Collection of Union Dues Following Reinstatement. A bargaining unit employee reinstated as the result of a third-party decision who had dues withholding allotment in effect on the date of removal, and who informs the Employer in writing of his/her election to do so, will have a sum deducted from the employee's back pay equivalent to the amount of dues certified by the FPHA Local as being due, and verified by the Employer. When the employee elects to pay the retroactive dues for the period covered by the back pay award, the original SF1187 in effect upon the date of the reinstated employee's removal will be considered as having remained in effect as though the reinstated employee had never had a break in service. Any dispute the reinstated employee may have regarding the dues remittance sum will be resolved according to internal union procedures and Section 8.08 of this agreement.



## ARTICLE 9

### COMMUNICATIONS

#### SECTION 9.01: GENERAL

- a. In keeping with the labor/management objectives of this Agreement, the Employer and the Union will use best efforts to respond in writing to respective correspondence within 10 calendar days after receipt, but not to exceed 15 calendar days after receipt of request.
- b. Unless otherwise mutually agreed upon or statutorily required, electronic mail may be used to deliver all correspondence covered in this agreement. When available, the sender will request a delivery/read receipt to confirm the recipient's receipt of the electronic mail. The correspondence shall be considered timely if sent/read prior to the expiration of any specified time limit. The parties further agree, that a delivery/read receipt or date/time stamp from an electronic mail correspondence will remedy any issues of timeliness resulting from reasonable technical errors in using electronic mail
- c. When the parties choose to use the United States Postal Service (USPS) to deliver correspondence, the sender shall send the correspondence using certified mail delivery. The correspondence will be considered timely if it is post-marked prior to the expiration of any time limits. The parties further agree to mutually recognize the USPS post-mark and certified delivery receipt as accurate delivery.

#### SECTION 9.02: SURVEYS

Management may conduct surveys of bargaining unit employees as an information gathering process provided the survey is anonymous and voluntary. The Union will be given the opportunity to consult on such surveys prior to distribution, and upon written request, be provided a copy of the results. If the Union does not endorse a survey, even though it is anonymous and voluntary, a disclaimer will be placed on the survey instrument to acknowledge the Union does not endorse the survey. Regarding surveys which are mandatory and not anonymous, the Union will be properly notified in accordance with Article 24 (I&I) of this agreement.

#### SECTION 9.03: ENTRANCE TO DET 15 FACILITIES BY NON-AIR FORCE UNION REPRESENTATIVES

Union Officers may be granted access to the various work sites and locations where employees within the bargaining unit perform their duties, based on mission requirements. Notification of site visits will be made in advanced, no less than 7 days' notice and only approved by the Employer. Any Union Officer requesting access, must meet the minimum requirements for access according to base policy. The Union Officer must provide a purpose for the visit, duration of visit, names of visiting personnel,

medical clearance documenting approval to travel to/visit high altitude location—elevation of site is 10,000ft above sea-level. Union Officers requesting access will be vetted for installation access at the cost of the Employer, and in accordance with Air Force regulations, i.e. National Crime Information Center (NCIC), verification of US citizenship, etc. Due to sensitivity of various work sites and dependent on site configurations, access to certain facilities may be limited or not allowed. In addition, personnel will be escorted at all times. If members are foreign nationals, other requirements will be required.

## **ARTICLE 10**

### **CONTRIBUTION-BASED COMPENSATION SYSTEM (CCS)**

#### **MERIT PROMOTION**

##### SECTION 10.01: GENERAL

It is agreed that the Employer will use the skills and abilities of bargaining unit employees to the maximum extent possible consistent with mission requirements, merit principles and applicable laws and regulations. All actions under this Article shall be made without regard to political or religious affiliation, marital status, race, color, sex, transgender status, national origin, age, or non-disqualifying disability as required by applicable law.

##### SECTION 10.02: EXTERNAL HIRING AND APPOINTMENT AUTHORITIES

Management may utilize a number of hiring authorities, to include traditional and non-traditional hiring techniques and authorities authorized under the Demo Federal Register notice and legislative authorities. This includes the elimination of Rule of Three and No rating or Ranking. Under existing Title V rules, only the top three candidates are referred to the hiring manager. This is referred to as the “rule of three”. When there are no more than 15 qualified applicants and no preference eligible, all eligible applicants are immediately referred to the selecting official without rating and ranking. Rating and ranking are required only when the number of qualified candidates exceeds 15 or there is a mix of preference and nonpreference applicants.

##### SECTION 10.03: SCOPE AND COVERAGE OF ARTICLE

This Article applies to positions within the bargaining unit which the Employer fills permanently by internal merit promotion procedures. Bargaining unit employees will be considered for all positions for which they apply and are eligible in accordance with applicable regulations. Consideration will be given to all eligible employees applying for or identified for promotion consideration as required by applicable merit promotion regulations. The Employer retains the right to select or non-select employees for competitive merit promotion under the procedures set forth in this Article, and in accordance with applicable law, rule and regulation.

##### SECTION 10.04: VACANCIES/VACANCY ANNOUNCEMENT

a. Under law, regulations and this agreement, supervisors are entitled to fill vacancies from any appropriate source. Supervisors will consider internal and external candidates when filling vacancies.

- b. Vacancy announcements will provide a summary statement of duties, the number of anticipated vacancies to be filled, knowledge, skills, and abilities (KSAs) and competencies to determine the basic eligibility and/or best-qualified applicants, and provide a statement of the basic qualifications for each vacancy.
- c. Announcements will be opened for a minimum of five (5) work days. Any changes made by the Employer in the qualifications required for the position vacancy will require that the vacancy be re-announced.
- d. Announcements will be opened to internal DoD and external applicants and DEU.
- e. Upon notification from servicing staff office, employer will notify bargaining unit employees of upcoming vacancy announcements within a reasonable amount of time via telephone or email. Employer will provide details of posting dates and other applicable details.

#### SECTION 10.05: AREA OF CONSIDERATION

- a. The area of consideration is the intensive search for the “best qualified” applicants using a competitive merit promotion process. The area of consideration is DoD-wide for all covered bargaining unit positions being filled on a permanent basis.
- b. The employer will consider internal and external candidates, the documentation for selection will be made available to the union upon request.

#### SECTION 10.06: JOB ANALYSIS

- a. Candidates for competitive promotion will be screened and evaluated in accordance with applicable regulations. Candidates, who meet basic eligibility and qualification requirements, will be referred.
- b. A job analysis is a description of the specific qualifying skills and educational requirements by which employees are screened and evaluated for particular vacancies. Promotion Plan Job Analysis for bargaining unit positions will be valid and job-related in accordance with the requirements of applicable regulations. Plans will be consistent for identical positions.
- c. The validity of a new or changed job analysis will be determined by the employer and recorded by the civilian personnel office staffing function. Prior to its use, a new or changed job analysis which applies to bargaining unit position(s) will be provided to the union steward as applicable. The Union will be afforded an opportunity to review and comment on the job analysis within 5 workdays of receipt of notice. Administrative

changes to job analysis need not be forwarded to the Union. All job analysis will be filed in the activity servicing staffing function where applicable, and where they will be available for review. In addition, copies of such job analysis will be made available to employees and the Union upon request to the activity servicing staffing function. Applicants will not be screened, evaluated, or non-selected on the basis of factors which are not job-related.

d. Promotion eligible applicants will be rated against the knowledge, skills and abilities (KSAs), and competencies defined in the job analysis. An applicant's qualifications will be determined by using all of the ranking factors listed in the vacancy announcement in the evaluation process. Applicants will not be ranked if less than 15 applicants are considered qualified.

#### SECTION 10.07: FILING AN ELECTRONIC APPLICATION

The Employer will give bargaining unit employees access to instructions so they may use government computers to complete automated applications under this article. Access includes a reasonable amount of time during an employee's working hours to prepare or modify his or her application and to review vacancy announcements.

#### SECTION 10.08: PROMOTION CERTIFICATES

The list of names to the selecting official will contain all referred candidates who applied to the vacancy announcement and who meet the qualifications in the job analysis.

#### SECTION 10.09: INTERVIEWS

a. When a referral certificate is issued, the selecting official must, as a minimum, review the experience, training and competencies of all those referred. If the selecting official chooses to interview, he/she may interview one or more of the candidates on the certificate.

b. For those candidates interviewed, the same interview questions will be used and all questions used in a selection interview must be job related and tied to competencies and other appropriate selection criteria identified in the SDE or job analysis. Interview questions are approved in advance by AFRL Personnel Specialists. If some, but not all, candidates are interviewed, the selecting official must document the reasons for not interviewing and the method used to evaluate the remaining candidates (i.e., records review, reference check).

#### SECTION 10.10: TIME LIMIT FOR ACTING ON CERTIFICATE

The selecting official is entitled to make a selection, subject to regulatory controls, from any of the candidates certified on a promotion certificate. Once a promotion certificate is issued to the selecting official, that official must take action on the certificate within 15 calendar days unless the vacancy is abolished or affected by some other type of internal or external action which is in compliance with agency (DoD) directives. If the vacancy is abolished or affected by some other internal or external action, or if the selecting official does not make a selection within 15 calendar days, an explanation will be furnished by that official to employees, who were referred for the vacancy.

#### SECTION 10.11: NOTIFICATION OF SELECTION/ NONSELECTION

When a selection is made, the selecting management official will indicate selection on the promotion certificate. Non-selected candidates will be notified of non-selection.

#### SECTION 10.12: POST AUDIT OF PROMOTION ACTIONS

To the extent permitted by applicable law, rule or regulation, the Union may request information on a promotion action in conjunction with the processing of a grievance under the Negotiated Grievance Procedure.

#### SECTION 10.13 TEMPORARY PROMOTIONS

Managers may temporarily promote a qualified employee to positions within the demonstration project without competition, for not more than one year with the ability to extend one additional year within a 24 month period. An employee may not be non-competitively temporarily promoted for longer than 24 months to the same position. Upon completion of temporary promotion, employees will be returned to their former or a similar position. Management must be able to provide documentation and justification for placement of individuals using non-competitive authorities sufficient for a third-party review.

#### SECTION 10.14 COMPETITIVE SELECTION

If competitive selection procedures are required, they shall be accomplished in accordance with applicable rules, regulations, of this Agreement.

#### SECTION 10.15 DETAILS

Employees may be detailed to positions within the demonstration project with a different set of duties without competition, for not more than one year with the ability to extend one additional year within a 24-month period. An employee may not be non-competitively detailed for longer than 24 months to the same position. Employees do not

have to meet experience requirements to be detailed, but they must meet the educational requirements, licensure requirements, etc., for professional positions specified in the OPM “Qualifications Standards Handbook for General Schedule Positions.” The employee’s existing rate of pay is not affected by a detail action. Management must be able to provide documentation and justification for placement of individuals using non-competitive authorities sufficient for a third-party review.

a. A detail exists when an employee continues in the employee’s current status and pay and is temporarily assigned to:

- (1) An established position, or the broadband level-controlling duties of such position or an identical one with a higher or lower broadband, or one requiring different qualifications from those now required in the employee’s official position assignment.
- (2) An un-established position, that is, one whose duties and responsibilities have not been rated under a classification system and the necessary approvals for its establishment have not been obtained. This type would be in a different occupational line of work, or one that required different qualifications from those required in the official duty assignment.

b. Details to higher broadband level positions which constitute temporary promotions will be affected in accordance with this Article.

c. Details shall be fairly and equitably distributed among employees with requisite skills. Employees will be afforded an opportunity to be made aware of the requirements for a particular detail, for example, the requisite skills, qualifications and availability, before the selection is made for that detail. Upon request, an employee not selected for a detail will be given the reason for the non-selection.

d. Under no circumstances will details be used for purposes of reprisal.

**ARTICLE 11**  
**CONTRIBUTION-BASED COMPENSATION SYSTEM (CCS)**  
**CLASSIFICATION SYSTEM**

SECTION 11:01 CLASSIFICATION SYSTEM:

Demo Classification Authority. The AFRL Laboratory Commander has delegated classification authority to the technical directorate (TD) directors or pay pool managers, and may not be exercised lower than one management level above the first-level supervisor of the position under review. However, classification cannot be exercised below the division/department or equivalent level. The first-level supervisor provides classification recommendations. Lab Demo has simplified and automated the processing and recording of position classification. The final documentation of the process is an AFRL Form 278, *Statement of Duties and Experience (SDE)*. The SDE replaces the *Civilian Personnel Position Description* (or equivalent classification document), for positions covered under Lab Demo. The SDE is deliberately broad to allow for ease of moving people within career paths and broadband levels.

SDE in Conjunction with Seamless Broadband Movement. For CCS-driven movement to adjacent broadband levels within a career path, a new SDE must be created reflecting the new broadband level.

SDE Classification. The SDE documents the classification of the position (e.g., occupational series, title, and broadband level), identifies job-specific information, and data element information for the position. The SDE combines a single-page form, which includes a brief description of job-specific information, with a two-page addendum that identifies data element information pertinent to the job (position sensitivity, Fair Labor Standards Act (FLSA) status, drug testing requirements, etc.) and provides contribution requirements in each of the key factors based on the specified career path and broadband level. By maintaining this information as an addendum, the need to create and classify a new SDE each time these elements change is eliminated.

Job-Specific Information. There are two free-form entries that must be inputted to complete this section. First, a brief job-specific description of the unique position requirements is manually inputted. Second, any special licensing, professional certification requirements, physical capability requirements, etc., must be clearly identified. The supervisor provides the job-specific text and other information as needed. There are four career paths identified by different pay plans: S&E career path (DR), Business Management and Professional career path (DO), Technician career path (DX) and Mission Support career path (DU).

Occupational Series. The identification of proper occupational series and titles are determined by application of the OPM classification standards. Supervisors are



encouraged to refer to the classification standards at [www.OPM.gov](http://www.OPM.gov) to ensure up-to-date guidance. Occupational series for laboratory civilians that are currently included in this demonstration are identified in Federal Register.

**Position Title.** The present system of OPM classification standards is used for the identification of proper series and occupational titles of positions, to include parenthetical titles, within the demonstration project.

**Organization Function Code.** The appropriate organization function code will be identified for the position.

**Skills Codes.** The AF currently uses skill code sets within the Defense Civilian Personnel Data System (DCPDS) to reflect duties of positions. These codes are used to refer candidates for employment with the AF, placement of current employees into other positions, and selection for training under competitive procedures. To facilitate the movement of personnel into and out of Lab Demo, the traditional system of skills coding will continue to be used, as long as they are required by the AF.

**Position Sensitivity.** Each civilian position within the AF is categorized as either critical sensitive, noncritical sensitive, or nonsensitive.

**Fair Labor Standards Act (FLSA).** The FLSA status selection must be in accordance with title 5 Code of Federal Regulations (CFR), part 551 and OPM guidance. All employees are covered by the FLSA unless they meet the executive, administrative, or professional criteria for exemption. As a general rule, the FLSA status can generally be matched to the career paths and broadband categories. The SDE will not be the sole basis for the FLSA determination. Each position should be evaluated on a case-by-case basis by comparing the duties and responsibilities assigned and the classification standards for each broadband, under 5 CFR part 551 criteria.

**Drug Testing.** In determining the appropriate AF civilian drug testing codes, local and AF guidance should be used.

**Key Position.** A position in the United States (US) or US territories that must be filled during a national emergency or mobilization, and which, if vacant, would seriously impair the functioning of the Federal agency or office (AFI 36-507). All key positions are identified during the base-level planning process and are designated as such in the manpower data system and DCPDS.

**Documentation Requirements.** All SDEs must be signed and contain a printed (legible) signature block. First-level supervisors (or higher in the supervisory chain) certify and sign the SDE and provide classification recommendations to the classification authority. The original SDE and all supporting documentation (e.g., supplemental information produced from SDE software, position duties, old position descriptions [PDs], etc.) will be maintained in the SPA office of each directorate. A copy of the new SDE must be forwarded to the servicing civilian personnel office. Management maintains a copy of

each employee's SDE in the appropriate AF Form 971, *Supervisor's Employee Brief*, and has the employee sign it each year, acknowledging understanding of the contribution expectations of the position. Cancelled original SDEs must be maintained for a period of two years from the date they become inactive.

**Classification Appeals.** An employee may, at any time, appeal the occupational series, title, or pay plan of the official position to which assigned. Employees may grieve the broadband level to which assigned, according to the grievance procedures in the Contribution Based Contribution System. **Note:** Supervisors are prohibited from discouraging or dissuading employees from filing a grievance or an appeal (either formal or informal). Supervisors are also forbidden to retaliate, redress, or seek retribution, in any form, against an employee who chooses to appeal or grieve.

- a. **Informal Appeal.** The first stage for appealing a classification decision is an informal appeal filed through the organizational chain of command to the PPM. The PPM may obtain advice and guidance from the servicing civilian personnel office in an attempt to resolve the dispute at the lowest possible level. If an agreeable resolution cannot be reached, the employee retains the right to file a formal appeal.
- b. **Formal Appeal.** Formal appeals should be forwarded to AFRL/CC through the Lab Demo Project Office, via the SPA office. An employee retains the right for further appeal to the OPM through the DoD Civilian Personnel Management Service (CPMS). Appeals adjudicated by OPM are final.
- c. **Position Evaluation.** When a formal appeal is filed, the classification official, in consultation with the supervisor and the servicing civilian personnel office, will submit a documented evaluation for the assigned occupational series and title. The following information, supplied by the appellant, supervisor, and the servicing civilian personnel office, is included with the evaluation package.
  - (1) **Appellant and Appellant Representative Identification.** Appeals will include the appellant's name, mailing address, email address, office telephone, and fax numbers, as well as a signed statement designating the appellant's representative, if any. Group appeals must identify all members of the group by name, mailing addresses, office telephone numbers, and fax numbers. Group appeals must also include a signed statement from all members designating a representative, if any.
  - (2) **Appellant Representative Address.** Name, address, business telephone, and fax numbers of the appellant or group representative, if any, must be included.

- (3) Employer and Position Address. The official location of the appellant's position (installation name, mailing address, organization, division, branch, section, unit, etc.) must be identified.
- (4) Appellant's Organizational Documentation. The official location of the position, including accurate organizational charts and mission and function statements, should be provided.
- (5) Appellant's Official Documentation. Complete identification of the appellant's occupational series and title, along with a copy of the official SDE, must be supplied.
- (6) CCS Broadband Level Descriptors. The CCS level descriptors, with associated factors and key elements, for the position should be provided.
- (7) Appellant's Official SDE Accuracy Statement. A certified statement from the appellant concerning the accuracy of the SDE must be included.
- (8) Organization's Statement of SDE Accuracy. A current (not older than 90 days) signed statement from the immediate supervisor or higher-level management official, who does not have classification authority for the appellant's SDE, certifying that the SDE is complete and accurate is required.
- (9) Official Personnel Action. A copy of the appellant's latest Standard Form (SF) 50, *Notification of Personnel Action (NPA)*, must be included.
- (10) Appellant's Current and Requested Position Information. The appellant's current and requested occupational series and title must be identified.
- (11) Technical Rationale. The appellant must identify the reasons he/she believes that the occupational series and title, as classified, is in error. The appellant should refer to position classification standards that support the appeal and should state specific points of disagreement with the evaluation statement. The appellant may also include a statement of facts that he/she feels may affect the final classification decision.
- (12) Appellant's Claim of Classification Inconsistency. If classification inconsistency is claimed, the appeal must include the title, series, and broadband level of positions whose occupational series and title are

believed classified inconsistently with the appellant's. The positions cited must have essentially the same series controlling duties and responsibilities as those of the appellant. Specific location of the position(s), including the activity and organization(s) to which they are assigned, and if possible, the names of the incumbents of these positions should be included. The rationale for citing the positions, including evidence that the cited position responsibilities and duties, are essentially identical to those of the appellant and must be supplied.

- (13) Response of Appellant Issues. An evaluation and response by the individual with classification authority for the appellant's SDE to any classification issues presented in the appellant's appeal must be provided.
- (14) Other Information. Any supplementary information with bearing on the appellant's duties and responsibilities used in determining the occupational series and title should be provided.
- (15) Supervisory Documentation. A copy of the SDE for the official position, to which the appellant's immediate supervisor is assigned should be included, if applicable.
- (16) Servicing Activity Address. Name, address, business telephone, and fax numbers of the individual within the organization who has classification authority for the appellant's SDE, as well as a POC within the servicing civilian personnel office who is providing advice and guidance to the above-stated individual, must be included.

**Purpose of SDE.** The purpose of a SDE is to describe officially, for pay and classification purposes, the major duties, responsibilities, and supervisory relationships assigned to a position. Such documents do not list every duty an employee may be assigned, but reflect those duties which are pay plan, series and broadband level-controlling. The phrase "other duties as assigned" shall not be used as the basis for the assignment of duties unrelated to the principal duties of an employee's position, except on an infrequent basis, and only under circumstances in which such assignments can be justified as reasonable.

#### SECTION 11.02: COMPLAINTS OVER SDE

a. An employee who feels that his/her SDE is inaccurate may meet and discuss this matter with his/her supervisor for clarification. When differences concerning the accuracy of subject documents cannot be resolved between the supervisor and the employee, the employee may file a grievance under the Negotiated Grievance Procedure. Any employee who believes his/her SDE is inaccurate may have a union representative

present during a position audit if he or she requests representation when notified of an audit.

b. Classification appeals: An employee may, at any time, appeal the occupational series, title, or pay plan of the office position to which assigned. Employee may grieve the broadband level to which assigned, according to the grievance procedure in the CCS Article.

#### SECTION 11.03: CLASSIFICATION COMPLAINTS

An employee who feels his/her SDE is improperly classified may meet and discuss this matter with his/her supervisor. If the employee states the meeting is intended to be a part of the informal procedure of a classification appeal, the employee's representative may attend the meeting if the employee so desires. Should this meeting fail to answer the employee's questions, the employee may file a position classification appeal in accordance with governing regulations. Upon written request, the Employer will provide the Chief Steward or designee with an analysis that explains why positions that seem identical are classified differently. The request will identify the specific positions in question, and include a statement setting forth the Union's concerns and why the positions appear to be the same.

#### SECTION 11.04: APPLICATION OF NEW POSITION CLASSIFICATION STANDARDS

- a. New classification standards issued by the Office of Personnel Management will be applied fairly and equitably to all applicable positions, vacant or encumbered.
- b. Employees' training agreements will be honored consistent with the implementation of new classification standards.
- c. An employee may seek review of the accuracy or classification of his/her SDE through the provisions in this article.
- e. Every reasonable effort will be made to avoid adversely affecting any employee in connection with application of new position classification standards.

#### SECTION 11.05: REFORM

The Union will be given notice and an opportunity to negotiate classification and pay system changes prior to implementation.

## ARTICLE 12

### CONTRIBUTION BASED COMPENSATION SYSTEM

#### EMPLOYEE ASSESSMENT

##### SECTION 12.01 INTRODUCTION:

The purpose of the CCS is to provide an effective, efficient, and flexible method for assessing, compensating, and managing the laboratory workforce in a fair and equitable manner. CCS represents a substantial philosophical and operational change that goes beyond the traditional performance-based personnel management system. CCS measures the employee's contribution to the laboratory mission, rather than how well the employee performed a job, as defined by a performance plan. CCS is designed to assist AFRL in achieving the optimal workforce by enhancing workforce competency, quality, and morale, as well as compensating personnel according to their mission contributions. CCS provides to the lowest practical management level the authority, control, and flexibility needed to achieve a quality laboratory workforce and quality products. CCS allows for more employee involvement in the assessment process, increases communication between supervisor and employee, promotes accountability, facilitates career progression and professional development, provides an understandable basis for salary changes, and de-links performance awards from the annual assessment process. CCS promotes proactive salary adjustment decisions made on the basis of an individual's overall contribution to the organization's mission.

##### The CCS Assessment Process:

- a. The annual CCS assessment scoring process begins with input from the employee, which provides an opportunity to state the perceived accomplishments and level of contribution. Scores have a direct relationship with basic pay; therefore, the significance of an employee's actual score is not known until it is compared to his/her expected score.
- b. Beginning of Cycle. The annual assessment cycle begins on 1 October and ends on 30 September of the following year.
- c. Mid-cycle Review. A mid-cycle review will be conducted in the April to May time frame. At this time, the employees' contributions to the mission will be discussed, as well as future professional development and career opportunities. Employees are encouraged to provide input on their contributions at this time.

d. Self-Assessment.

(1) At the end of the assessment period, employees summarize their contributions to include any team participation in each factor for their immediate supervisor. Contribution statements must reflect the impact or result of each activity rather than just listing the activity itself. If an employee does not provide a self-assessment, the supervisor shall document the employee's AF Form 971 file.

(2) Pay pool managers (PPMs) have the ability to look across the entire pay pool and may address anomalies through the appropriate management chain. Once the scores have been finalized, the pay pool manager approves the scores for the entire pay pool.

e. Contribution Feedback. In order for employees to receive timely feedback on their contribution, supervisors are required to conduct assessment feedbacks once the PPM has approved and finalized all assessments. The first-level supervisor conducts the assessment feedback session. The AFRL Form 280, *Annual Contribution Evaluation Form*, documents decisions made during the Meeting of Managers (MoM) to include individual factor write-ups and factor scores. The feedback session should include a discussion of the contribution statements, factor scores, overall contribution score (OCS), developmental and career opportunities, and expectations for the upcoming cycle. This AFRL Form 280 is not signed and is filed in the employee AF Form 971. A copy of the AFRL Form 280 is given to the employee.

SECTION 12.02 CCS GRIEVANCE PROCEDURE:

a. Informal and Formal Process. The procedure outlined below shall be followed for employees filing under the Administrative Grievance System (AGS).

b. Informal Grievances. Employees present informal grievance orally or in writing to their first level supervisor. The first-level supervisor must notify the servicing human resources specialist (employee relations) and the deciding official upon receipt of the grievance.

(1) Determination Process. The first-level supervisor meets with the MoM that rendered the CCS score. The employee's grievance, as well as the input from the first-level supervisor is discussed and a decision is rendered. The deciding official for an informal CCS grievance is the chair of this MoM. The resulting MoM decision, which may include individual factor score changes, is submitted to the

employee by the MoM chairperson. An employee may request the grievance be decided by the next level MoM.

- (2) Timeline. The grievance period begins at the time the employee is provided his/her final AFRL 280. The employee has 15 calendar days from the receipt of the final AFRL 280 to file a grievance. The deciding official must attempt to resolve the grievance and provide a written decision within 15 calendar days but no later than 30 calendar days. If the time limit cannot be met, the deciding official will inform the employee of such and identify when a decision will be provided.

c. Formal Grievances. Employees who do not want to file an informal grievance or who disagree with the informal grievance decision may submit a formal grievance. The individual receiving the formal grievance must notify the servicing human resources specialist (employee relations) and the deciding official upon receipt of the grievance. The deciding official for a formal CCS grievance must be the chair of the MoM one level above the MoM that rendered the CCS score or the informal grievance decision.

- (1) Determination Process. The first-level supervisor meets with the MoM that rendered the CCS score. A recommendation from this MoM is provided to the deciding official, who in turn, holds a MoM to decide upon the grievance. The formal decision is final with no opportunity for further review.
- (2) Timeline. Under the AGS, employees have 15 calendar days from the receipt of the final AFRL 280 or receipt of the informal grievance decision to file a formal grievance. The deciding official shall thoroughly and fairly consider the formal grievance and issue a written decision as soon as possible but no later than 60 calendar days from the filing of the grievance. The deciding official may extend time frames when warranted by special circumstances (i.e., when those involved are geographically dispersed or when a third party fact-finder is used in the process). If extensions are used, a grievance decision must be issued no later than 90 calendar days from the filing. This time is increased to 120 calendar days from the filing if a third party fact-finder is utilized.

### SECTION 12.03 Contribution Improvement Plan (CIP):

Documentation. Placing an employee on a CIP is a formal action that requires the supervisor to inform the employee, in writing, of his/her failure to contribute at an adequate level. It is important for management to be able to identify how the employee's assessment score will increase based upon the successful completion of the CIP. In order to prepare a timely, accurate, and meaningful CIP, the supervisor must immediately contact the servicing civilian personnel office for guidance and assistance. The first-level supervisor prepares the CIP and coordinates it with the next higher-level supervisor. CIPs



are approved by the pay pool manager. The directorate Senior Personnel Advisor (SPA) should also be kept apprised of the situation. If the CIP is initiated in conjunction with the end of the CCS cycle, it is provided to the employee at the time of the employee compensation feedback session. A copy is retained with the employee's AF Form 971 and a copy is provided to the servicing civilian personnel office. The following information should be included in the CIP.

- (1) Failure to adequately contribute. Identify the specific areas where the employee has failed to contribute at an adequate level using the AFRL Form 280, Part II, and the AFRL Form 279. Identify specific expectations and examples of how the employee is not meeting those expectations (e.g., suspense's not met, unfinished projects, etc.).
- (2) Required Improvement. Specifically identify what the employee must do to demonstrate a level of contribution that is commensurate with the employee's level of compensation (e.g., meet suspense's, finish projects, etc.).
- (3) Assistance Offered. Identify the assistance the supervisor will provide to the employee, to include established mechanism for feedback on employee progression against the CIP. Assistance may cover a wide range of options including, but not limited to, a timeline for accomplishment of identified contributions, on-the-job or formal training, mentoring, counseling, and/or self-study.
- (4) Consequences of Failure. Relate the consequences of failure to achieve the necessary level of contribution, i.e., reassignment, reduction in pay and/or band, or removal.
- (5) Fail Rating. If this action is taking place at the end of the assessment cycle, the CIP should also state that the employee's performance appraisal overall performance rating is "fail."
- (6) Improvement Period. Provide the employee a minimum of 60 calendar days to demonstrate an increased level of contribution. The initial CIP should not be established for more than 120 days.
- (7) End of CIP. Management must provide the full period of time offered the employee to improve his/her level of contribution. At the end of the employee's CIP, the appropriate level MoM will reconvene to determine if an appropriate level of contribution has been attained. Outside of the CCS process, a new score

will not be assigned, only a determination is made as to whether the employee has successfully completed the CIP.

**Appropriate Contribution:** If the employee's contribution reaches an appropriate level at the end of the improvement period of a CIP, a memo will be prepared, within 30 days, informing the employee that he/she has satisfactorily completed the requirements specified in the CIP and that no further action will be taken at this time. The memo will inform the employee that if the current level of contribution is maintained through the duration of the current assessment cycle, he/she should not be in the automatic attention zone (AAZ) after the next CCS assessment. The memo will also inform the employee that if his/her level of contribution deteriorates into the AAZ in any of the factors within two years from the beginning of the improvement period, action may be taken to either reassign the employee, issue a proposal to reduce pay (and broadband, if applicable), or remove from Federal service. There is no requirement to provide another CIP to the employee at that time. Therefore, these actions may be initiated immediately. The employee will not receive a new CCS assessment score until the next rating cycle.

- (1) **Failure to Contribute at an Adequate Level.** Within 30 days after completion of the designated improvement period, the first-level supervisor must initiate action if the employee has not reached an appropriate level of contribution. The action may be a non-adverse action, such as a reassignment to a position where the employee may be better able to contribute to the mission; or an adverse action, such as issue a proposal to reduce the employee's pay (and broadband, if applicable) or remove the employee from Federal service.
- (2) **Reassignment.** If the employee is reassigned, the first-level supervisor must inform the employee of his/her contribution status and of the decision to reassign.
- (3) **Pay Reduction or Removal.** It is important to understand that if either a pay reduction or removal is considered appropriate, it is initiated as a proposed action and not a final decision. The first-level supervisor consults with their Employee Relations Specialist and prepares and issues a proposal letter to reduce the employee's pay or remove the employee from Federal service. This letter will specify the instances where the employee has failed to contribute at an adequate level on which the action is based and inform the employee of his/her rights. Although Lab Demo provides a simpler process for taking the actions described herein, it does not affect employees' due process rights under 5 U.S.C. 75 to challenge actions that involuntarily reduce their pay or remove them from Federal service. These rights include an advance 30-day notice (which may be extended for a period not to exceed an additional 30 days); specific instances of failures to contribute at an adequate level by the employee on which the action is based; a reasonable time to reply to a proposed action orally, in writing, or both; the right

to representation of the employee's choice; and the right to review all documentation supporting the proposed action. Until these rights have been offered and a reasonable time provided to execute them, a final decision may not be issued. The governing labor agreements for bargaining unit employees and the servicing human resources specialist (employee relations) should be consulted at all stages of the process. A higher-level supervisor prepares and issues a decision letter if a pay reduction or removal from Federal service is still considered appropriate after the employee's reply has been considered. The letter will inform the employee of any applicable appeal or grievance rights as specified in governing administrative and negotiated grievance procedures, and any other complaint process. A decision to reduce pay or remove an employee for failure to contribute may be based only on those instances of inadequate levels of contribution that occurred during the two-year period ending on the date of issuance of the proposed action. Supervisors are responsible for documenting and defending the conclusions that the employee's level of contribution is inadequate and will preserve all supporting documentation and make it available for review by the affected employee or designated representative. At a minimum, the supervisor's records will consist of a copy of the notice of proposed action; any written answer of the employee or a summary thereof, if the employee makes an oral reply; and the written notice of decision and the reasons, along with any supporting material, including documentation regarding the opportunity afforded the employee to demonstrate increased levels of contribution.

- (4) Extension of CIP. If there are extenuating circumstances or the employee has shown progress but the level of contribution is not yet appropriate after the designated improvement period, a memo may be initiated to extend the improvement period. However, the CIP cannot be extended into the next CCS cycle.
- (5) Memorandum for Record (MFR). In extenuating circumstances that are temporary in nature, a MFR may be issued to an employee placed in the Automatic Attention Zone (AAZ), such as if an employee is placed only slightly above the upper rail and the withholding of General Schedule Increase will align the employee within the rails. The MFR serves as notification to the employee that he/she has failed to contribute at a level commensurate with his/her basic salary. The length and complexity of the MFR will depend upon the uniqueness of the situation. The MFR will state that a CIP will be initiated if the level of contribution by the employee should continue to not be commensurate with his/her compensation. The use of a MFR requires PPM approval. The MFR is provided to the employee. A copy is retained with the employee's AF Form 971

and a copy is provided to the servicing civilian personnel office and the next higher-level supervisor.

- (6) **Contribution Regression.** If an employee's contribution increases to a higher level and again determined to deteriorate in any area within 2 years from the beginning of the improvement period, management may initiate reduction in pay or removal with no additional opportunity to improve. If an employee has contributed appropriately for 2 years from the beginning of an improvement period and the employee's overall contribution once again declines, management must afford the employee an additional opportunity to demonstrate increased contribution prior to initiating adverse action procedures.
  
- (7) **Pay Raise Declination and Voluntary Pay Reduction.** An employee may decline a pay raise or request a voluntary reduction in pay. Although the rationale behind such a voluntary request varies, under CCS a voluntary request for a pay reduction or voluntary declination of a pay raise would effectively put an overcompensated employee's pay closer to the standard pay line (SPL). Since an objective of CCS is to properly compensate employees for their contributions, the granting of such requests is consistent with this goal. However, under normal circumstances, all employees should be encouraged to advance their career through increasing contribution. Employees and management must be aware that a reduction in pay may result in a reduced broadband level. In order to be considered, employees must submit a request for voluntary pay reduction or pay raise declination during the 30-day period following the annual payout or 30 days following a CCS grievance decision and show reasons for the request. Management must consider and fully document all requests and provide reasons for approval or denial of such requests. Consideration should be given to the employee's reason for the request, the amount of pay reduction requested, the employee's CCS rating, mission requirements, and any other extenuating circumstances. The PPM must approve all requests. Since approval of such requests will place the employee closer to the SPL, a CIP may not be necessary or an existing CIP may need to be modified to a lower level of contribution requirements. This is one of the few instances when a CIP may be terminated earlier than the improvement period provided. Consequently, management must determine whether an existing CIP is still appropriate, a new CIP should be prepared, or the current CIP should be terminated. If the CIP is terminated, management must document in a memo the new contribution requirements expected, and advise the employee that a new CIP may be initiated if contribution once again deteriorates to an inadequate level.

SECTION 12.04: COMPLIANCE WITH LAW

All performance-based actions, including CCS shall be accomplished in accordance with applicable law, rule, regulation and this Agreement.

## **ARTICLE 13**

### **CONTRIBUTION BASED COMPENSATION SYSTEM**

#### **REDUCTION IN FORCE**

Lab Demo will follow the Reduction in Force (RIF) procedures set forth in the CFR, Part 351, except as provided below. Once a determination has been made that workload changes have occurred or previous reorganizations have created a surplus of employees within Lab Demo, AFRL management (in consultation with the servicing civilian personnel office) is responsible for all decisions concerning what positions are to be abolished, whether a RIF is necessary, and when it is to take place. In accordance with DoD policy, the servicing civilian personnel office may offer Voluntary Early Retirement Authority and Voluntary Separation Incentive Program (VERA/VSIP) prior to a RIF in order to reduce the number of involuntary separations. When a RIF is necessary, it is the responsibility of AFRL to inform employees and management as soon as possible of plans or requirements for the reduction. The servicing civilian personnel office and senior personnel advisor (SPA) will be responsible to explain the regulations governing RIF and provide assistance for affected employees.

- a. **Competitive Areas.** The competitive area may be determined by career paths (pay plans), lines of business, product lines, organizational units, funding lines, occupational series, functional area, technical directorate, and/or geographical location, or a combination of these elements, and must include all demonstration project employees within the defined competitive area.
- b. **RIF Retention Registers.** Retention standing is based on tenure, veterans' preference overall CCS score, and length of service. Probationary and trial period employees are in tenure group 1 for RIF purposes. Statutes and regulations covering veterans' preference will be observed for all hiring authorities. An employee who is serving on a detail or temporary promotion will compete for RIF from the permanent position of record.
- c. **Contribution Credit.** After completion of the first rating cycle, employees are provided credit for contribution based on their actual OCS. After completion of the second rating cycle, employees are provided contribution credit based on the average of their last two contribution scores. After completion of the third rating cycle, employees are provided contribution credit based on the average of their last three contribution scores. The expected CCS score is used for employees who have not yet received a CCS assessment. To be creditable for purposes of RIF, an assessment must have been issued to the employee, with all appropriate review and signatures, and must be on record (i.e., the assessment is available for use by

- the office responsible for establishing retention registers). To provide adequate time to determine employee retention standing, AFRL, in consultation with the servicing civilian personnel office, will establish a cutoff date, a minimum of 30 calendar days prior to the establishment of the RIF retention registers, after a minimum of 30 calendar days prior to the establishment of the RIF retention registers, after which no new CCS assessments will be used for purposes of RIF.
- d. Length of Service Credit. There are no additional years of service added to service computation dates based on contribution scores.
  - e. Displacement. The RIF system has a single round of competition to replace the current two-round process. Once the position to be abolished has been identified, the incumbent of that position may displace another employee when the incumbent has a higher retention standing and is fully qualified for the position occupied by the employee with a lower standing. The “undue disruption” standard currently outlined in CFR 351 serves as the criteria to determine if an employee is fully qualified.
  - f. Limitations. Displacement is limited to the employee’s current broadband level and one broadband level below the employee’s present level within the career path. Broadband level I employees can displace within their current broadband level. A preference eligible employee with a compensable service connected disability of 30 percent or more may displace up to two broadband levels below the employee’s present level within the career path. A broadband level I preference eligible employee (with a compensable service connected disability of 30 percent or more) can displace within their current broadband. The displaced individual may similarly displace another employee. If/when there is no position in which an employee can be placed by this process or assigned to a vacant position, that employee will be separated.
  - g. Employees in the AAZ. An employee whose current overall CCS scores places him/her in the area above the upper rail (AAZ), may only displace an employee in the same zone during that same period. An employee who has received a written decision of a reduction in broadband level under the contribution based reduction in pay or removal procedures adopted for Lab Demo will compete in RIF from the position to which the employee will be or has been demoted. An employee who has received a written decision of removal will be listed apart from the retention register.
  - h. Notifications. RIF notices must be issued in writing and provide employees with a minimum of 120 calendar days’ notice prior to the proposed RIF effective date if

50 or more employees will be separated by RIF. If less than 50 employees will be separated by RIF, a minimum 60 calendar days' notice will be required.

Employees are entitled to a second written notice of at least the same amount of days as the first notice if the agency decides to take an action more severe than first specified.

- i. Documentation. The appropriate supervisor or manager will be responsible for working with the SPA to submit a request for personnel action (RPA) for each position identified to be cancelled. In addition, information concerning the reason for the RIF must accompany the signed RPA submitted to the servicing civilian personnel office for processing.
- j. Pay-Setting Provisions. The provisions of 5 CFR Part 536 (pay and grade retention) have been waived for Lab Demo, to include internal priority placement entitlements associated with pay and grade retention. However, Lab Demo employees moved to a lower broadband level through RIF procedures will have their pay set at their existing rate of pay, regardless of the broadband level assigned. Future compensation adjustments will be based upon the CCS assessment process and will be adjusted accordingly.
- k. DoD Priority Placement Program (PPP) Entitlements. Employees scheduled for separation or reduction in broadband level due to RIF will be registered in the "PPP Program A" during the notice period. Upon separation, those employees will continue to be registered in Program A for 1 year after the date of separation. Because employees are registered in PPP using the GS grade-level equivalent and may be considered for placement in other agencies, a determination must be made as to their GS registration entitlements. Employees will be registered in PPP in the appropriate GS grade for the broadband level they are leaving.



**ARTICLE 14**  
**HOURS OF WORK**

SECTION 14.01: GENERAL

- a. Hours of work will be generally identified in Appendix 1.
- b. Seniority for the purpose of this Article shall be defined by the employee's entry date at AFRL Detachment 15 (departmental seniority). In the event that two employees have the same departmental seniority, the tie breaker shall be the employees' Service Computation Date Leave (SCDL).

Preparatory/Conclusionary Activities. Employees reporting for official duty will be afforded a reasonable amount of time at the beginning and end of a shift to conduct functions essential to the performance of their job. This allocation of time is included in the normal work day, and should not be misconstrued to add additional time to the start/end times of a shift. This includes but is not limited to:

- (1) Donning/Doffing of uniform articles which are required for safety, or are unauthorized for display outside of the performance of the work site.
- (2) Retrieval of equipment which are necessary for the performance of duty (e.g. hand-held radios, baton, TASER, etc.).
- (3) Arming/Disarming of weapons.

Preparatory/Conclusionary activities do not include conducting physical agility training.

c. Employees on official duty are not afforded a bona-fide meal break. However, employees may consume meals while in the performance of their duties, so long as the consumption of food does not interfere or detract from the performance or professionalism of their duties.

d. Employees who are assigned administrative/light duty operations will be afforded a bona-fide meal period of no less than one-half (.5) hour during their normal duty day, unless engaged in work which has the same response requirements as active security operations. The meal period shall normally be approved by the employee's supervisor between the hours of 1100-1300, and the time allocated for a meal period shall not be included in the calculation of an eight (8) hour work day.

SECTION 14.02: EMPLOYEE REQUESTS FOR SHIFT CHANGE

a. Employees desiring a voluntary change to their shift assignment and/or days off must submit a written request to the Employer for consideration at least 14 days in advance of the desired change. The employer will consider each request and provide the employee a

written explanation if denied. Employer will not change shift assignments and/or days off if it results in the involuntary displacement of another employee.

b. When a vacancy exists on a shift for which two or more employees express interest, and the Employer determines that they are equal in qualifications, skills, and abilities, the employee with the greatest seniority shall be given the shift assignment. Seniority for this purpose shall be defined by the employee's entry date at AFRL Detachment 15 (departmental seniority). In the event that employees have the same departmental seniority, the tie breaker shall be the employees Service Computation Date Leave (SCDL).

#### SECTION 14.03: SHIFT CHANGES MADE BY THE EMPLOYER

a. The Employer shall retain the right to change the shift assignments of employees assigned shift work upon occurrence of a shift vacancy. In making such changes, the Employer will consider, among other factors, the qualifications and stated desires of the employee(s). In addition, when making changes to an employee's shift assignment and/or days off, the Employer will adhere to the following:

- (1) The Employer will first solicit volunteers from among the work force at the organizational element where the shift vacancy exists to fill the vacant shift assignment. If more than one employee volunteers to fill the vacant shift assignment, and the Employer deems all volunteers qualified to perform the duties of the assignment, the employee with the greatest departmental seniority shall be offered the vacant assignment.
- (2) If no employee volunteers to fill the vacancy, the Employer shall fill the vacancy with the employee that has the least seniority; is determined by the Employer to be qualified to perform the assigned work; and is determined by the Employer to fill the vacancy without creating a shortage of manpower elsewhere.
- (3) When seniority is used to assist the Employer in selecting an employee to be assigned to a different shift, the selected employee shall not be subject to the same seniority consideration until all other employees with greater or lesser seniority (as applicable) have been selected in kind. This does not preclude the Employer from selecting the same employee using other determinations than seniority (e.g. qualifications, training, experience).

b. When a shift change is necessary, and no employees have volunteered to fill the vacancy, an employee will be selected in accordance with section (a) above. The employee will receive 14 days advance written notice of the change from the Employer, and said change will normally continue for at least two pay periods whenever possible.

(1) Employees who are involuntarily affected by a change in shift assignment, and as a result, have a legitimate hardship, may submit a written request for a hardship accommodation within 3 days after receipt of the written notice or the first duty day from the Employer, whichever is longer.

(2) The Employer has complete discretion on the approval or disapproval of the hardship accommodation. The Employer will render a written decision to the employee(s) within 3 days after receiving the employee(s)' request or the first duty day, whichever is longer.

c. When the Employer must change or alter an employee's shift to accommodate training/readiness requirements, the Employer is only required to provide the employee 7 days notice prior to the training/readiness requirement. Furthermore, the change or alteration shall only be temporary, and upon completion of the training/readiness requirements, the employee shall return to his/her normally scheduled shift.

d. In exigent circumstances which are not created by the Employer or foreseeable, or in a declared state of emergency the Employer has full discretion to change the employee's shift without notice. The Employer agrees to make reasonable efforts under the circumstances to reduce the impact on any affected employees.

#### SECTION 14.04: SHIFT CHANGES MADE BY EMPLOYEES

Employees of the same rank and assigned to the same organizational element may be permitted to exchange days off with one another, subject to approval by the employees' immediate supervisor(s). A request for an exchange of days off, when made, shall be agreed upon by the employees involved and submitted in writing to the immediate supervisor(s) for approval no later than fourteen days before the exchange date(s). Employees will not be permitted to work a double shift as the result of an exchange of days off. The granting of an exchange of days off between employees will not result in the payment of overtime for any regularly scheduled hours worked, nor preclude the Employer from assigning unscheduled overtime to available employees when necessary. The Employer will not unreasonably withhold approval of an exchange of days off when proper application is made.

## **ARTICLE 15**

### **TRAINING**

#### SECTION 15.01: GENERAL

- a. This article covers additional training which is directly related to the employee's job and to the benefit of both the employee and the Employer. This article does not cover training which is required as a condition of employment.
- b. The Employer and the Union agree that the training and development of all employees within the bargaining unit will improve the effectiveness of each AFMC activity. To promote and further this policy, management will provide training programs to further develop employees to keep abreast of workload changes. The Employer agrees to select from among equally qualified candidates in a fair and equitable manner consistent with workload requirements.

#### SECTION 15.02: IDENTIFICATION OF TRAINING NEEDS

The Employer recognizes its continuing responsibility to have a well-trained workforce. Supervisors will identify training needs of employees, and upon request will discuss expected needs of the organization with the appropriate steward.

#### SECTION 15.03: RETRAINING ON TECHNOLOGICAL CHANGE

In recognition of the possible impact of technological developments upon the workforce, the Employer agrees to make maximum efforts to minimize the impact of the introduction of new equipment processes and workload changes by retraining of adversely affected employees or other means as appropriate.

#### SECTION 15.04: EMPLOYER AND EMPLOYEE RESPONSIBILITIES

- a. The Employer and the Union recognize that each employee is responsible for applying effort, time, and initiative in increasing his/her potential value through self-development and training. The Employer and the Union agree to encourage employees to take maximum advantage of training and education opportunities which will add to the skills and qualifications needed to increase their efficiency.
- b. The Employer will identify and publicize essential skill areas and advise employees in the bargaining unit of training opportunities available in local educational institutions in the vicinity of activities.
- c. Information on current training courses being offered by local government agencies or educational institutions will be disseminated within the bargaining unit at activities in the vicinity of such training.

#### SECTION 15.05: ON-THE-JOB TRAINING/RECORDS

- a. Consistent with Agency policy, the Employer agrees to continue the policy of providing on-the-job training for employees and paying related training expenses in accordance with mission requirements, law, and/or regulation. All on-the-job training will be provided in support of current or future mission requirements.
- b. Training will be recorded on the supervisor's record of the employee and filed in his/her official personnel folder in accordance with applicable regulations.

#### SECTION 15.06: TRAINING NEEDS

The Employer will provide training opportunities to employees of the unit in accordance with existing laws and regulations, and without regard to race, color, age, religion, sex, or national origin. Employees may apply for training for which they qualify and are free to discuss training needs with their supervisors and with employee development specialists or staffing specialists servicing their organizations.

#### SECTION 15.07: OFF-BASE JOB-RELATED TRAINING

In accordance with budget limitations, regulations, and mission requirements, job-related educational courses at local colleges and universities will be made available to employees at government expense. Application and acceptance by the university will be the employee's responsibility. Although training or education will not be provided solely for the purpose of obtaining an academic degree, this prohibition does not limit authority to assign employees to training to develop skills, abilities, and knowledge for the performance of official duties.

#### SECTION 15.08: SPECIAL SHIFT ARRANGEMENTS

The Employer will make every reasonable effort to arrange employees' hours of work to accommodate employees pursuing education and training which is of mutual benefit to the Employer and employees, consistent with mission requirements. However, any special shift arrangements afforded to an employee shall not permanently displace another employee from his/her normally scheduled shift, unless the education and training is required by the Employer.

#### SECTION 15.09: TRAINING RECORDS

Records of training will be made available to the Union upon request, in accordance with applicable laws.

## ARTICLE 16

### EQUAL EMPLOYMENT OPPORTUNITY

#### SECTION 16.01: POLICY

The Employer assures that all employees have equal opportunities and that no one is discriminated against because of race, color, national origin, sex, transgender status, religion, age, or handicap. Equal Opportunity shall be promoted through a positive, continuing program in accordance with directives of the EEOC and USAF. The Employer agrees to provide a notice identifying the appropriate point of contact for EEO counseling.

#### SECTION 16.02: POLICY AND PROGRAM OBJECTIVES

The parties agree that they will give full support to the equal opportunity policy and program objectives established by Equal Employment Opportunity Commission directives, Air Force regulations, and this Agreement. The Employer will establish plans and programs to attain the Air Force objectives. The policy and program objectives the parties will work aggressively and effectively to attain are that:

- a. All personnel actions and employment practices will be in compliance with this contract and appropriate regulations.
- b. All activities and services operated, sponsored, or participated in by the Employer is not segregated, and that their use will be determined in accordance with the law and government wide regulations.
- c. Complaints of discrimination are given prompt and fair consideration, and that every effort is made to provide for just and expeditious resolution of each complaint.
- d. Persons who allege discrimination or who participate in the presenting of such complaints are free, from restraint, interference, coercion, discrimination, or reprisal.
- e. In accordance with mission requirements, budget, and personnel ceiling, maximum opportunity for upward mobility will be provided to employees to enhance their skills so they may perform at their highest potential and advance in accordance with their abilities.
- f. The Employer accepts full responsibility for implementation and administration of AFMC's Affirmative Employment and EEO plan and objectives.

### SECTION 16.03: RESPONSIBILITIES OF SUPERVISORS

Supervisors are responsible for making a positive commitment to manage all human resources effectively in carrying out the Air Force mission and for achieving their share of program objectives. This responsibility requires that all supervisors must:

- a. Treat all employees fairly in all matters affecting or related to employment.
- b. Implement, by action and deeds, the commander's commitment to and support of the Air Force EEO program.
- c. Support those affirmative action requirements defined in activity plans that contain supervisory/managerial responsibility for effective and successful attainment.

### SECTION 16.04: RESPONSIBILITIES OF EMPLOYEES

All employees have a responsibility for a positive commitment to equal opportunity. Employees must:

- a. Treat all fellow employees as peers, and abstain from actions or comments that suggest or imply discriminatory attitudes.
- b. Become aware of EEO goals, objectives, and principles in order to assist in making the Air Force EEO Program credible and effective.
- c. When EEO complaints and class action allegations are being processed, furnish prompt and accurate responses to inquiries without fear of reprisal.

### SECTION 16.05: CHANGES IN AFFIRMATIVE EMPLOYMENT PLANS

When any changes to Activity Affirmative Employment plans are made which affect working conditions, the local union will be provided notice and an opportunity to bargain in accordance with the statute.

## **ARTICLE 17**

### **TRAVEL/TDY**

#### **SECTION 17.01: SCHEDULING AND COMPENSATION FOR OFFICIAL TRAVEL**

- a. If administratively controllable and/or unless mission requirements dictate otherwise, travel will be scheduled during an employee's basic work week. It is recognized that situations will develop when the employee will be required to travel away from his/her official duty station outside his/her regularly scheduled work hours.
- b. Employees are entitled to earn compensatory time off for travel in accordance with law and government wide regulation. Compensatory time off for travel is earned by an employee for time spent in travel status away from the employee's official duty station when such time is not otherwise compensable.

#### **SECTION 17.02: CONTENTS OF TRAVEL ORDERS**

A standard travel order will be issued to employees whenever possible for travel beyond the local area of the AFRL activity. The travel order will contain the following:

- a. Purpose of travel assignments
- b. Days on which travel is scheduled
- c. Anticipated duration of assignment
- d. Mode of transportation to the destination

#### **SECTION 17.03: USE OF GOVERNMENT QUARTERS**

The parties agree that the order issuing authority shall ascertain prior to the employee's departure whether government quarters are available and, if available, whether such facilities are adequate in accordance with applicable law or regulation and/or Section 17.06 below. Where such quarters are available and adequate, employees will utilize government quarters. Where such conditions are not present, the order issuing authority will issue a statement upon the request of the employee that the utilization of government quarters at the temporary duty station will adversely affect the employee(s) performance of the assigned mission and employee(s) are authorized to utilize nongovernment quarters. When the worksite is not in the proximate area of an U.S. designated installation, non-governmental quarters will be authorized within existing per diem rates.



#### SECTION 17.04: PROCEDURES FOR INADEQUATE QUARTERS COMPLAINTS

Should the employee, upon arrival, find that the facilities and quarters are not adequate under applicable law, DOD Joint Travel Regulations, Air Force regulations, or the provisions of this contract; they may immediately notify the order issuing authority. The order issuing authority will make a determination within one (1) workday in accordance with the criteria in this Article as to whether government or nongovernment quarters should be used or whether the employee should return home. Disputes will be resolved under the Negotiated Grievance Procedure. Employees may volunteer to use government quarters which do not meet the standards set forth in applicable law, regulation, and/or this Agreement.

#### SECTION 17.05: EATING FACILITIES

Normally suitable meals will be available at the TDY station. However, where such meals are not available on base, government transportation may be provided for employees to transport them to suitable eating facilities off base. Where both suitable on base meals and government transportation are unavailable, employees will be reimbursed for transportation expenses incurred in traveling to an off base eating facility in accordance with applicable regulations.

#### SECTION 17.06: MODE OF TRAVEL

The employee will have a choice of mode of travel where mission requirements permit and the choice does not adversely affect another employee's leave.

#### SECTION 17.07: RETURN TRAVEL

a. If a temporary duty assignment requires a traveler to be away from his/her official duty station for more than 30 calendar days, management will, to the extent possible, permit an employee to voluntarily return to his/her official duty station during nonworkdays. In accordance with applicable laws and regulations, the employer will pay travel expenses equal to the amount of per diem an employee would have received while on TDY.

b. When an emergency arises during TDY which involves a member of an employee's immediate family, they shall be returned to their official duty station. The Employer will provide transportation when possible or authorize payment for travel to the extent possible under applicable laws and regulations.

#### SECTION 17.08: RECOVERY TIME

The following provisions provide for recovery time following TDY travel when the employee is adversely affected by fatigue:

a. When an employee begins or ends temporary duty travel by commercial carrier during regularly scheduled hours of duty, supervisors may excuse the employee for up to 3 hours without charge to leave.

b. When extensive temporary duty travel outside of regularly scheduled hours of duty is required, employees are authorized to be absent from work without charge to leave or loss of pay for a reasonable time to recuperate from fatigue or loss of sleep. In determining "reasonable time" the supervisor considers the adverse effect on work performance, health, or well-being, and any safety hazard which might result from working while fatigued.

c. When the total elapsed travel time exceeds 20 consecutive hours, as in the case of travel between the continental United States and either Pacific or European bases, up to 8 hours of duty time may be excused for recuperation. When requested, supervisors are encouraged to grant unscheduled leave.

## **ARTICLE 18**

### **ANNUAL LEAVE**

#### **SECTION 18.01: ANNUAL LEAVE APPROVAL**

The use of annual leave is a right of the employee in that the employee is either given an opportunity to use the annual leave, or to the extent permitted by law, is paid for it at the time of separation. Supervisors consider the employees' desires and personal convenience as well as workload considerations when granting leave. They must not make arbitrary decisions to deny leave. However, the final determination as to the scheduling and the amount of annual leave granted at any specific time is made by the supervisor authorized to approve leave.

#### **SECTION 18.02: SCHEDULING**

Annual 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. Leave for more than 30 consecutive calendar days may be scheduled subject to approval for specific situations. Employees will be notified by the supervisor not later than 15 February of any problems arising from the initial leave schedules and appropriate action will be taken not later than the last day of February to resolve the problem.

#### **SECTION 18.03: CONFLICTS OVER SCHEDULED LEAVE**

When conflicts in leave schedules occur and the conflict cannot be resolved by mutual agreement, the employee with the longest service with Detachment 15 (departmental seniority) will be entitled to the requested leave. Employees shall be permitted to exercise this entitlement for all leave scheduled in January each calendar year. Thereafter, requests for leave not scheduled in January will be scheduled on a first-come, first-approved basis.

#### **SECTION 18.04: CANCELING/RESCHEDULING**

The Employer reserves the right to cancel previously scheduled or requested annual leave in accordance with appropriate laws and regulations when workload necessitates such action. The supervisor will notify the employee at such time as situations develop which require rescheduling or cancellation of leave and will provide the employee specific reasons as to the need for these actions. Employees whose leave is canceled under this Section may reschedule their leave in accordance with Section 18.03 above.

#### **SECTION 18.05: CHANGES TO LEAVE SCHEDULES**

Once employees have made their leave selection, they shall not be permitted to change this selection when such change will disturb the choice of another employee. Employees

may be permitted to change their selection when it does not disturb the choice of another employee.

#### SECTION 18.06: CALL-IN PROCEDURE FOR REQUESTING ANNUAL LEAVE

Employees should request emergency/unscheduled annual leave by contacting their immediate supervisor, or other persons designated by management to receive such requests, by telephone prior to the start of the shift. Under normal circumstances, this call will be no later than two hours prior to the start of the shift. If the supervisor and the designee are unavailable to accept the request, the employee must leave a message with the person accepting the call identifying the anticipated duration of the absence, and telephone number where the employee can be reached within two hours of the telephone call. The supervisor will assure any such message is not released to other employees.

If the requested duration of leave is for one complete work shift (8 hours or less), the supervisor will contact the employee within one hour of the telephone call if the leave cannot be granted. If the requested duration of leave exceeds one complete work shift, the supervisor will contact the employee within one workday of the telephone call if the leave cannot be granted. If the employee is not able to make the call, someone else may make it on their behalf and will state the reason(s) the employee was unable to call as well as the anticipated duration of the absence, and telephone number where the employee can be reached. If a request for unscheduled annual leave is denied, an employee may submit an OPM-71, on which the supervisor will state the reasons for the denial and return it to the employee within one workday after receipt by the supervisor.

#### SECTION 18.07: LEAVE FOR DEATH OF FAMILY MEMBER

In case of a death of a family member as defined by Office of Personnel Management, annual leave or leave without pay will be granted.

#### SECTION 18.08: LEAVE FOR RELIGIOUS HOLIDAY

Leave will normally be approved for any workday which occurs on a religious holiday associated with the religious faith of the employee, unless the granting of such leave would adversely affect accomplishment of mission requirements. Under no circumstances will the employer question the employee about their religious beliefs if the holiday is included in the leave schedule submitted to the supervisor each January as noted in Section 18.02.

#### SECTION 18.09: LEAVE/WORK DURING ACTIVITY SHUTDOWN

a. If for any reason the Employer schedules or effects shutdown of activities, a reasonable effort will be made to provide work for employees not having annual leave to their credit. If work cannot be provided for such employees, annual leave may be advanced or Leave Without Pay (LWOP) may be approved to the extent determined appropriate by the Employer.

b. This article does not limit commanders' authority to excuse employees on administrative leave for emergency shutdown due to weather, power outages or other reasons described in law or regulation.

SECTION 18.10: ACCRUAL/AVAILABILITY OF LEAVE

Annual leave to be accrued during the leave year becomes available to the employee on the first leave day of the year.

SECTION 18.11: LEAVE FOR INTERNAL UNION FUNCTIONS

An employee who is a steward or Union official will be granted annual leave to attend internal Union functions which are not covered by official time. Normally, one week advance notice will be required and such leave will be approved subject to workload considerations.

## **ARTICLE 19**

### **SICK LEAVE**

#### **SECTION 19.01: CALL-IN PROCEDURE FOR REQUESTING SICK LEAVE**

a. This article sets forth comprehensive policies and procedures pertaining to the approval and use of sick leave by bargaining unit employees. Employees shall earn and be granted sick leave in accordance with applicable law, regulations and the provisions of this Article. Sick leave will become available for use at the beginning of the pay period during which it is earned. Sick leave requests shall be approved for employees when they are incapacitated for performance of their duties by sickness, injury, pregnancy, confinement, medical, dental, or optical treatment or examination, or when a member of the employee's immediate family is afflicted with a contagious disease or injury.

b. Employees should request sick leave by contacting their immediate supervisor, or other persons designated by management to receive such requests, by telephone before the start of their regular shifts. The request for sick leave shall advise the supervisor of the expected duration of the absence (up to 1 day), and will provide the reason for taking sick leave. Under normal circumstances, this call/notification will be as soon as possible, but no later than two hours before the shift begins. If the supervisor and the designee are unavailable to accept the request, the employee must leave a message with the person accepting the call identifying the anticipated duration of the absence and the telephone number where the employee can be reached within two hours of the telephone call. The supervisor will assure any such message is not released to other employees. If the employee is not able to make the call, someone else may make it on their behalf and will state the reason(s) the employee was unable to call as well as the anticipated duration of the absence, and telephone number where the employee can be reached. If the requested duration of leave is for one complete work shift or less, the supervisor will normally contact the employee within one hour of the telephone call. If the requested duration of leave exceeds one complete work shift, the supervisor will normally contact the employee within two hours of the telephone call. For approved absences of 1 day or less there shall be no further requirement to contact the supervisor during that absence unless the employee has received the written notification under 19.03(c). Absences of more than 1 work shift will require medical documentation, which will include a note from their doctor. This includes compliance with Section 19.02.

c. The supervisor will relieve the employee of the continuing requirements in Section 19.01(b) upon receipt of medical documentation from the treating physician stating that the employee is incapacitated for duty and may not return to work until a specified date. Approval of sick leave for prearranged medical appointments will be secured from the Employer in advance of the absence, except in emergency situations.

## SECTION 19.02: DOCUMENTATION FOR SICK LEAVE OF MORE THAN 3 DAYS

When an employee is out for more than three consecutive workdays and attended by a physician, a certificate from the physician will be required.

## SECTION 19.03: IDENTIFICATION AND CORRECTION OF SICK LEAVE ABUSE

a. Sick leave abuse is identified by the behavior stated below:

- (1) Absence after paydays
- (2) Sick leave before or after holidays
- (3) Consecutive workdays
- (4) Absences during heavy workloads or undesirable duties
- (5) Intermittent sick leave use of short duration with vague excuses
- (6) Sick leave being used as soon as it is accrued

b. A low sick leave balance alone may not be reason for considering an employee a leave abuser. The supervisor must consider if the low balance was caused by extended or lingering illness and/or recovery from surgery or accident. If it appears an employee may be abusing sick leave, the supervisor should look further into the individual's past leave records, using available sick leave data to provide more information. The supervisor will also explore the causes of the employee's chronic absenteeism and assist in resolving the conflict, provide additional personal reminders of the importance of careful use of sick leave, etc.

c. Once a supervisor has identified sick leave abuse, the supervisor will counsel the employee with respect to the use of sick leave, and a record of the counseling will be recorded on the Supervisor's Work Folder (commonly referred to as AF Form 971). Bargaining unit employees will not be required to provide doctor's certificates for sick leave requests solely on the basis of a mechanized leave usage report that indicates the employee's use of sick leave is abnormal.

d. If the sick leave record subsequent to the counseling does not show elimination of sick leave abuse, the employee should be given written notification requiring the employee to provide doctor's certificates for all absences for which sick leave is requested. This notice must contain justification as to why the employee was given the additional requirement, such as stating the number of hours of sick leave used in a specific period, the employee's sick leave pattern and balance, etc. This notice will state that sick leave must be requested on the first day of the absence and on every additional day of absence, unless the supervisor expressly relieves the employee of this requirement. The supervisor will relieve the employee of this requirement on receipt of medical documentation from the treating physician stating the employee is incapacitated for duty and may not return to work until a specified date. The requirement to furnish doctor's certificates, once imposed, will be reviewed at least every six months to determine if it should be continued. At the time of the review, the employee will be counseled and advised in writing if the requirement is to be continued or canceled. The supervisor should take care

to be firm, fair, and consistent not only in resolving sick leave abuse but in all aspects of sick leave administration.

#### SECTION 19.04: PRIVACY OF RECORDS

Records of employee sick leave balances will be restricted to those with a need to know. A low sick leave balance by itself shall not be used as a basis for promotion consideration.

#### SECTION 19.05: ADVANCE SICK LEAVE FOR SERIOUS DISABILITY OR ILLNESS

In cases of serious disability or illness employees may be advanced up to 40 hours sick leave. A request for advance sick leave of up to 40 hours will be made by the employee in writing, and it will include a certificate from a competent medical authority describing why the employee should be granted the absence and the doctor's professional opinion as to the employee's expected ability to return to duty following the absence. These requests will be approved or disapproved in writing. If disapproved, an employee will be given a copy of the reasons in writing. An advance of sick leave is not granted if it is considered likely that the employee will not return to duty for a sufficient period of time to earn the leave.



## **ARTICLE 20**

### **HEALTH AND SAFETY**

#### SECTION 20.01: GENERAL POLICY

The Employer agrees to establish and maintain a comprehensive occupational safety and health program, and to make every effort to provide safe and healthful workplaces and working conditions as required by applicable regulations. The Employer and the Union agree to cooperate in a continuing effort to avoid, reduce the possibility of, and/or eliminate accidents, injuries, and health hazards in all areas under the Employer's control. The Employer agrees to comply fully with all provisions of Executive Order No. 12196 as implemented within DOD and 29 CFR Part 1960.

#### SECTION 20.02: PUBLICITY

The parties agree to publicize on a recurring basis all safety awareness programs and the provisions and procedures for elimination of safety and health hazards under the USAF Hazard Reporting Program.

#### SECTION 20.03: LOCAL ACTIVITY COMMITTEES

- a. The Employer will maintain an Environmental Safety and Occupational Health Committee. Such activity committee will be chaired by the Commander of the subordinate AFRL activity or designee. Meetings will be scheduled by the DET 15 Commander. Additional meetings will be held upon mutual agreement of the parties to consider serious safety matters that arise between the regular scheduled meetings. One representatives of the union shall be entitled to permanent membership on such committees and will have equal status with other committee members. In addition, the Union will be permitted the presence of a technical advisor on an as-needed basis, provided the request is made at the same time as agenda items are submitted. Official time entitlements to allow representation under this article will be as authorized under Article 4.
- b. The purpose of such committee shall be to consider occupational safety and health matters brought to its attention, make recommendations thereon to the Commander of the subordinate AFMC activity, and perform such additional tasks as the Commander or the committee chairman may direct. The committee may also review matters such as occupational safety and health training programs.
- c. An agenda for each committee meeting shall be prepared in advance; either party may propose subjects for discussion by submitting such to the activity Safety Office at least 15 workdays prior to the scheduled meeting date of the committee. Additional agenda items may be submitted on health and safety issues that arise subsequent to the 15 day requirement. Minutes of all meetings will be taken and will be distributed to all attendees.

Minutes will be signed by the committee chairman and will include appropriate committee recommendations, the appropriate priority of each recommendation as determined by the chairman, and the action office assigned to implement adopted recommendations.

d. Each member of the committee shall have the right, if desired, to file a dissenting report to each committee's full report or any part thereof, and that dissent shall become a part of the official record of the report on the subject.

e. This section does not preclude a Union representative from attending organizational safety meetings below the activity level.

#### SECTION 20.04: HEALTH AND SAFETY STANDARDS

The Employer and the Union agree that applicable Air Force guidance on safety and health are minimal safety standards. In the absence of Air Force guidance, applicable OSHA standards will govern, and if there is no applicable OSHA standard, nationally recognized sources of health and safety criteria will be utilized.

#### SECTION 20.05: PROTECTIVE CLOTHING, EQUIPMENT, TOOLS

The Employer agrees to provide to employees any required tools and safety or protective equipment, reasonably fitted safety clothing, and devices necessary to provide protection of employees from hazardous conditions encountered during the performance of official duties. Such equipment will be provided as authorized by applicable Air Force regulations and directives (such as Technical Orders, Table of Allowances and local supplements thereto, etc.), and issuances shall be strictly governed by criteria contained in those authorities. The Union agrees to assist the Employer in aggressively publicizing the benefits of the use of protective devices and equipment by employees, and their adhering to good safety practices, policies, and procedures.

#### SECTION 20.06: EMPLOYEE SAFETY TRAINING

Wherever employees are required to perform duties which involve real or potential hazards, the Employer will provide adequate training to said employees. An employee should not be required to work on a job or machine with which he or she is unfamiliar until the Employer has provided adequate training and instructions to safely perform the job. Such training shall include instruction, proper work methods to be used, and proper use of protective equipment.

#### SECTION 20.07: TEMPERATURE CONDITIONS

The parties recognize that temperature conditions in and around work areas can have a direct bearing on employees' comfort, morale, health and safety. In determining the stress that temperature extremes may place upon an individual employee, the personal comfort and health of the employee will be taken into consideration as well as related factors such

as wind chill factor, air flow, the work to be performed, and similar considerations. Where the Employer's safety office determines that the effective temperature in a particular work area or site exceeds recognized standards for the degree of work being performed, the Employer will take precautionary measures to reduce the risk to employees so exposed. Such measures will include reduction of work being performed, increased frequency or duration of rest periods, etc. This Section shall apply to both heat and cold exposure situations.

#### SECTION 20.08: EXPOSURE TO HAZARDOUS CONDITIONS

The Employer agrees that methods and operating procedures will be such that personnel will not be unnecessarily exposed to occupational safety/health hazards, except where such exposure is a necessary part of the employee's official duties

#### SECTION 20.09: IMMINENT DANGER SITUATIONS

When an employee, during the course of performance of official duties, with the exception of law enforcement-type situations, believes he or she is exposed to a health or safety hazard which presents an imminent danger which may cause death, injury, occupational illness, loss of a facility, or major property damage, said employee shall cease the activity and immediately contact the nearest available supervisor. The supervisor shall then make an evaluation of the situation after discussion with appropriate safety personnel and decide as to whether work may proceed. The union will be advised and specific information provided. The Employer shall ensure local notification procedures are established for timely union notification.

#### SECTION 20.10: NOTIFICATION OF DANGEROUS CONDITION

When the Employer determines that a dangerous or potentially dangerous condition arises or is present at a particular worksite, employees at that worksite and the union will be notified as soon as possible so precautionary steps can be taken. Final evaluation of the condition will not be delayed due to unavailability of the union representative.

#### SECTION 20.11: POSTING NOTICE OF HAZARDOUS CONDITION

The Employer agrees to post notice of hazardous conditions discovered in a work place as required by applicable regulations. The notice shall be posted, with a copy to the union office when requested, at or near the location of the hazard and shall remain posted until the cited condition has been corrected. Such notices shall contain a warning and description of the unsafe or unhealthful working condition and any required precautions to the full extent required by applicable regulations.

## SECTION 20.12: INSPECTIONS

- a. Safety and health inspections or surveys will be conducted by the Employer as required to maintain a safe and healthful workplace. They will be in accordance with applicable regulations.
- b. When a scheduled worksite inspection is conducted by a safety organization external to the directorate or equivalent, as part of a regular recurring requirement, the Union will be notified and given an opportunity to have union representation to accompany the Employer's Inspector(s). Where the inspection is conducted by the Activity's Safety Committee the Union's permanent member(s) may accompany the inspection team. The union will also be notified upon learning of an unscheduled worksite inspection and given an opportunity to have a union representative accompany the employer's inspector(s).
- c. Inspections shall be conducted in a manner so as to preclude any disruption of the operations of the worksite being inspected. The Employer's Inspector(s) and accompanying Union representatives may discuss with worksite personnel any matters affecting their safety and health and may offer said personnel the opportunity to identify alleged unsafe or unhealthful working conditions.

## SECTION 20.13: ACCIDENT INVESTIGATIONS

Where the Employer conducts an industrial accident investigation involving or impacting bargaining unit employees, the Union shall be permitted at its request to meet with the safety and/or management official or officials in charge of such investigation and provide recommendations or information to that official regarding the investigation (e.g., prospective witnesses, work practices which may have led to the accident, etc.).

## SECTION 20.14: REPORTING HAZARDOUS CONDITIONS

- a. All employees have the right and will be encouraged by the parties to responsibly report all alleged hazardous situations.
- b. The parties agree that alleged hazards of an imminent danger to employees will be promptly reported orally to the supervisor. Employees may utilize Air Force Form 457, USAF Hazard Report, to report such alleged hazards to the subordinate Det Commander's Safety Office. Such reports shall be processed in accordance with applicable regulations, including 29 CFR Part 1960 where appropriate. Employees filing such hazard reports may request that their identity not be revealed to anyone other than the officials processing the report and the Employer will maintain maximum confidentiality following such request.
- c. Employees who file complaints over alleged health and safety violations under the provisions of 29 CFR Part 1960 are precluded from filing a grievance over the same

incident. Health and safety grievances filed by the Union or employees will not be affected where other employees file health and safety violations under 29 CFR Part 1960.

#### SECTION 20.15: REPORTS TO UNION

Upon request, consistent with 5 USC 7114(b) (4), the Union shall be advised by the Employer of any action taken as the result of a hazard report and/or a safety inspection concerning a safety matter affecting bargaining unit employees. If the inspection is the result of a hazard report, and the employee who filed the report or the Union is not satisfied with the action taken, the report of alleged hazard may be further processed in accordance with Section 20.16 above.

#### SECTION 20.16: PHYSICAL EXAMINATIONS

The Employer agrees to provide physical examinations for those employees who have been exposed to potentially dangerous or unhealthy working conditions to the extent required by applicable regulations.

#### SECTION 20.17: NOTICES TO UNION OF ON-THE-JOB INJURY/ILLNESS

The Employer shall ensure local notification procedures are established for timely union notification in the event of an on-the-job injury/illness. In the event of a serious injury/illness or death, union notification to include name of the employee involved, will occur after contact has been made with the employee's emergency addressee.

#### SECTION 20.18: WORK IN REMOTE AREAS

When work is required to be accomplished in enclosed or remote spaces where unobserved injury or illness may occur, the provisions of Section 20.11 shall apply.

#### SECTION 20.19: HIGH ALTITUDE SAFETY CONSIDERATIONS

Employees will receive cardio pulmonary resuscitation (CPR) certification course and required supplemental refresher course(s).

## **ARTICLE 21**

### **WORKERS' COMPENSATION**

#### **SECTION 21.01: COUNSELING OF EMPLOYEES**

When a supervisor becomes aware that an employee under his/her supervision has suffered a disabling industrial illness or injury in the performance of duties, the supervisor will ensure the employee is immediately counseled as to his/her right to file for compensation benefits; the types of benefits available; the procedure for filing claims; the option to use compensation benefits in lieu of sick or annual leave when the absence is for more than three days. All employees shall be provided an informational review of their rights and responsibilities with regard to compensation procedures and/or guidelines on an annual basis. The manner used to provide this review requirement will be left to the discretion of the Employer.

#### **SECTION 21.02: ELECTION OF BENEFITS**

An employee with a job-connected disability may elect to be placed on sick or annual leave instead of leave without pay pending approval of his/her compensation claim. Leave without pay must be substituted for sick or annual leave upon approval of a claim before compensation is paid. The parties recognize that the Office of Worker's Compensation Programs (OWCP) approves or disapproves compensation claims and the amount to be paid. Employees making claims will be advised of the estimated amount of the compensation payment and will be given an opportunity to elect a combination of sick leave or annual leave and leave without pay to minimize the amount to be repaid if the claim is approved

#### **SECTION 21.03: TRAUMATIC INJURIES**

An employee who sustains a disabling, job-related traumatic injury as defined in applicable law, rule, or regulation will be advised in writing of the right to elect continuation of pay or use of annual or sick leave. The employee will receive continuation of pay in accordance with applicable laws and regulations.

#### **SECTION 21.04: REVIEW OF DOCUMENTS**

An employee will be permitted to review documents relating to a claim for compensation. The employee may be assisted by a designated representative if he/she so desires. The employee will be granted a reasonable amount of time for reviewing documents and processing claims at the activity where the employee works.

#### SECTION 21.05: REASSIGNMENTS

When an employee is injured on the job and/or becomes medically disqualified from his/her current position as a result of an on-the-job injury or illness, the Employer shall make positive efforts, in accordance with applicable laws and regulations, to assign such employee limited duties on a temporary basis where it has been determined that the employee can satisfactorily perform such duties. An employee, reassigned in this way, will be given training as called for in Article 15 (Training) of this Agreement.

#### SECTION 21.06: DISABILITY RETIREMENT COUNSELING

For those employees who have been informed by OWCP that they are not totally disabled to perform a part of their usual duties or who are able to perform work of a different nature, the Employer will counsel them as to the advantages and disadvantages of retirement versus reassignment to another position.

#### SECTION 21.07: REVIEW OF RECORDS

The employee's personal representative, designated by the employee in writing, may meet with appropriate management officials to review the employee's medical disqualification, Statement of Duties and Experience, and qualifications to maximize placement opportunities and to reduce and/or eliminate adverse impact on the employee as a result of his/her disability.

#### SECTION 21.08: REPRESENTATIONAL TIME

Duty time for an appropriately designated representative to review documents and assist an employee in processing a claim for disability compensation at the activity where the employee works shall be granted in accordance with applicable law, rule or regulation.

## **ARTICLE 22**

### **CONTRACTING OUT**

#### SECTION 22.01: NOTIFICATION AND PARTICIPATION

- a. The Union will be notified in writing that a contracting out study is under way immediately upon the initiation of a cost comparison study affecting conditions of employment. This is defined as the date of the order or directive forming the steering group or detailing the responsibility to prepare the Performance Work Statement. The Union shall be invited to have a member on this steering group.
- b. The Union will be provided a copy of the Milestone Chart as soon as it is prepared.
- c. The Employer shall notify the Chief Steward of its intention to solicit bids for work being performed by bargaining unit employees.

#### SECTION 22.02: MINIMIZING IMPACT

The Employer agrees that, to minimize adverse actions and reduce separations of employees affected by a contracting out decision, they will consider attrition patterns and restricting new hires. Also, existing vacancies shall be used to the maximum extent possible to place affected employees in continuing positions.

#### SECTION 22.03: UNION REPRESENTATIVE TRAINING

The Employer shall annually provide no more than four hours training for up to one union representative concerning the contracting out process. Such training will be provided upon request of the Union. The Union pledges a good faith effort in guaranteeing those trained under this article shall represent the Union in such matters.

#### SECTION 22.04: QUALIFICATION

The Employer shall determine whether qualification requirements will be waived in assignments to vacant positions for employees affected by a decision to contract out. Employees affected by contracting out decisions as a result of an A-76 study will be considered in accordance with the RIF article.

#### SECTION 22.05: SAFEGUARDING INFORMATION

The Employer agrees, upon request, to release all information to the Union to the extent authorized by law, rule or regulation. The parties agree to safeguard all information, including proprietary information, consistent with applicable regulations.



SECTION 22.06: COMPLIANCE WITH LAW

The Employer will abide by all applicable laws, rules, regulations and circulars concerning contracting out. Disputes over the application of OMB Circular A-76 will not be subject to the negotiated grievance procedure.

## **ARTICLE 23**

### **DISTRIBUTION AND PUBLICITY**

#### **SECTION 23.01: BULLETIN BOARDS**

The Employer agrees to furnish space on bulletin boards and at all activities governed by this Agreement. Details of sizes, numbers, and locations will be determined by the facility manager.

#### **SECTION 23.02: UNION DISTRIBUTION**

The Union may distribute its newspapers, circulars, and notices into employee mailboxes or provide directly to union members.

#### **SECTION 23.03: ORIENTATION FOR NEW EMPLOYEES**

- a. As part of the new employees' orientation briefing the Chief Steward, or designee, will be introduced to the employees and allotted up to 30 minutes to present an overview of the labor management relationship and the functions of the union.
- b. The employer will provide the chief steward a report of new accessions when they are hired into the bargaining unit. The accession report will list the organization, name, title, series, and broadband level of employees gained.

#### **SECTION 23.04: NOTIFICATION OF EMPLOYEE RIGHTS**

The Employer will furnish all new appropriated fund bargaining unit employees the following information during new employee orientation:

- a. 5 USC Chapter 71 outlines the program for Labor Management Relations in the Federal Service.
- b. Each employee of the Executive Branch of the Federal Government shall have and be protected in the exercise of the right, freely and without fear of reprisal, to:
  - (1) Form
  - (2) Join
  - (3) Assist a Labor Organization
  - (4) To refrain from such activity

c. These rights may be exercised by bargaining unit employees freely and without fear of reprisal or coercion from either the Employer or the Union. Further, AFMC and FPHA policy ensures that the above stated rights are protected for all bargaining unit employees.

SECTION 23.05: DISTRIBUTION OF CONTRACTS TO THE UNION

The Employer shall provide the new employees a copy of the CBA upon entry into the workforce.

SECTION 23.06: CONTRACT SPECIFICATIONS

- a. The new CBA will be on letter size paper.
- b. The new CBA will be white paper with black lettering.

## ARTICLE 24

### GROUND RULES FOR NEGOTIATIONS DURING THE TERM OF THE AGREEMENT

#### SECTION 24.01: GENERAL

- a. In an effort to continue to develop a productive labor-management relationship which benefits employees and their Union and the Employer, it is the intent of this article to encourage negotiations between the parties.
- b. It is understood that neither party waives any rights under the Federal Service Labor-Management Relations Statute.
- c. The parties do not intend to renegotiate the articles and provisions which already have been negotiated in this Agreement. The Parties agree to give notice and bargain over proposed changes in conditions of employment unless the matter is expressly contained in the contract.

#### SECTION 24.02: NEGOTIATIONS AT DETACHMENT LEVEL

- a. The Union will designate an official(s) to represent it in mid-term bargaining matters.
- b. When a bargaining obligation is generated by a proposed directive at Command level or a directive issued above Command level, the following procedures will apply:
  - (1) The Labor Relations Office will notify the designated Union official above of the intended changes in conditions of employment. A reasonable time period/date following the notification will be identified as the date management intends to implement. The union official designated above may request and be granted a meeting to discuss the change.
  - (2) If the Union wishes to negotiate, in accordance with entitlements under 5 USC Chapter 71, concerning proposed changes, the Union will submit written proposals to the Labor Relations Office not later than 15 workdays after receipt of Employer's notification. The parties will determine a date on which negotiations will take place, the persons to be involved, the location, and the implementation procedures. Negotiations will normally begin within five workdays after receipt by the Labor Relations Office of the timely Union proposals. If necessary, the identified implementation date may be postponed by the Employer to complete negotiations.
- c. When a bargaining obligation is generated by the union over a condition of employment which has not been covered by the contract and was not the subject of a

matter previously submitted, but withdrawn, during negotiations, the following procedures will apply:

- (1) The union will notify, in writing, the Labor Relations Officer of the intended changes in conditions of employment. A reasonable time period/date following the notification will be identified as the implementation date. The Labor Relations Officer or designee may request and be granted a meeting to discuss the change.
- (2) If management wishes to negotiate, in accordance with entitlements under 5 USC Chapter 71, concerning the union's proposed changes, management will submit written counterproposals to the union not later than 15 workdays after receipt of the union's written notification. Negotiations will normally begin within five workdays after receipt by the union of the timely proposals. If necessary, the identified implementation date may be postponed to complete negotiations.

d. There shall be no implied consent or constructive implementation of any union proposal.

e. Agreements reached under this Section will be promptly implemented by the Employer in the appropriate form such as regulation, letter, or operating instruction. Unless stated otherwise, Memorandums of Agreement negotiated at detachment level shall take precedence. Disputes over the application of the implementing directive will be subject to resolution under Article 6 (Grievance Procedure).

#### SECTION 24.03: DISPUTES AND IMPASSES IN MIDTERM NEGOTIATIONS

In the event the negotiating parties at any level cannot reach agreement, the following procedures will be applied if either party wishes to pursue final resolution:

- a. If the dispute involves statutory or regulatory negotiability issues, they will be processed as prescribed in 5 USC Chapter 71 and implementing regulations.
- b. Either party may seek the assistance of the FMCS or the FSIP in accordance with the rules and regulations of those agencies.

## **ARTICLE 25**

### **DURATION**

#### SECTION 25.01: DURATION

The CBA shall remain in effect for 36 months from the date of execution by the parties. This date is written on the signature page at the end of this contract.

#### SECTION 25.02: RENEWAL

This Agreement shall be automatically renewed for equivalent 36 months period, subject to applicable law and regulation, unless either party gives written notice to the other party of its intention to change this Agreement. Such notice must be given and received not more than 120 or less than 90 calendar days prior to the expiration date of this Agreement.

#### SECTION 25.03: GROUND RULES FOR NEW AGREEMENT

- a. Ground rules negotiations shall commence no later than 30 calendar days after receipt of the request to bargain provided for in Article 24 by the parties exchanging their ground rules negotiation proposals.
- b. If re-negotiations fail to achieve a settlement by the expiration date, provisions of the Agreement consistent with applicable law and this Article remain in full force and effect until a new agreement becomes effective.

## **ARTICLE 26**

### **CALL-BACK, STANDBY, AND ON-CALL DUTY**

#### 26.01: GENERAL

The Parties recognize that mission requirements may require designated employees to remain available to report for duty as needs may dictate. These mission needs may be met through one of the arrangements described below.

#### 26.02: CALL-BACK

Employees are contacted within each skill specialty and requested to report for duty. Normally, no specified employee availability conditions exist. Employees required to report for duty are compensated according to the applicable pay and overtime rules.

#### 26.03: STANDBY TIME

Designated employees may be restricted to the official duty station, required to remain in a state of readiness to perform work, and have their activities substantially limited such that they cannot use the time effectively for their own purposes. In these situations, all time spent on standby is considered hours of work.

#### 26.04: ON-CALL

On-call duty will be conducted in accordance with law and regulations. After the execution date of the CBA, the parties may negotiate this subject at the Detachment level.

## **ARTICLE 27**

### **INSTALLATION CLOSURE**

#### **SECTION 27.01: COMMUNICATIONS**

- a. In the event of installation closure, the parties agree there will be an open door policy between the Employer and the Union. Either party may request a meeting to discuss problems/situations requiring immediate attention.
- b. The Employer will maintain open communications with employees and the Union concerning the installation closure. The Union will be provided an advance copy of any written informational material intended for distribution to the bargaining unit employees.
- c. Employees will be granted a reasonable amount of on duty time to research and to review job vacancy announcements.
- d. The Employer will inform the Union in writing if the employer plans to utilize a private sector contractor to perform installation closure functions. In the event bargaining unit employees are used, the Employer will provide the union a list of such employees assigned to these duties.

#### **SECTION 27.02: COLLECTIVE BARGAINING AGREEMENT**

The Collective Bargaining Agreement (MLACBA) will continue to be applicable during installation closure.

#### **SECTION 27.03: DoD PRIORITY PLACEMENT PROGRAM**

- a. Displaced employees will be afforded placement opportunities to the extent provided by the DoD Program for Stability of Civilian Employment.
- b. Applicable procedures outlined in DoD 1400.20-1M will be followed.

#### **SECTION 27.04: JOINT TRAVEL REGULATIONS**

Permanent change of station (PCS) relocation expenses may be paid if authorized in accordance with Vol II JTR (Joint Travel Regulations) for an employee who accepts another Federal position. These entitlements may include real estate, temporary quarters, temporary storage of household goods, travel and per diem and miscellaneous expenses. The JTR will be made available for review online.



## SIGNATORIES

This Collective Bargaining Agreement between the Air Force Material Command (AFMC) and the Federal Police Officer of Hawai'i and Affiliates, Maui Chapter, is hereby signed on Friday, May 13, 2016.

Approved by DoD on

Ratified by the members of the Union on

The contract execution date and the effective date is

## APPENDIX 1

This appendix identifies the current hours of work on the signature date of the Collective Bargaining Agreement (CBA). Management reserves the right to implement changes to the hours of work in accordance with applicable laws and negotiations as required by the CBA. This appendix may be altered to accommodate changes to the schedule listed below, without requiring the renegotiation of the CBA.

### Hours of Work:

- a. The hours of work for an employee assigned to active security operations will normally consist of four (4) consecutive, ten (10) hour work days, and three (3) consecutive off days.
- b. The hours of work for an employee assigned to light-duty within the Security department will normally consist of five (5) consecutive, eight (8.5) hour work day, and two (2) consecutive off days.
- c. Employees will generally be assigned to shift work on any day (0500-1500), swing (1300-2300), or night (2100-0700) shift as designated by the Employer. Compensable hours of work are hours of work performed whether actively engaged in work or in a standby status in which the work performed is to the greater benefit to the employer than to the employee.
- d. Overtime is defined as compensable hours of work which are in excess of 10 hours per work day or 40 hours per work week for security operations personnel. For employees assigned to administrative/light duty, overtime is will accrue for compensable hours of work which are in excess of 8 hours per work day or 40 hours per work week.
  - (1) When an employee accrues overtime, it shall be the employee's option to elect to receive as compensation either overtime pay or compensatory time.
  - (2) If a scheduled overtime position is available, for which the Employer will require the employee to accept compensatory time for the position, the overtime position must be voluntary and the method of compensation must be known to the employee prior to volunteering for the overtime position.
- e. For the purpose of this appendix, "Active security operations" is used to define employees who perform all duties and responsibilities of a DU-083, Police Officer as described in the SDE. "Light-duty" is used to define employees who have a restriction which limits their ability to perform any essential duty and/or responsibility of a DU-083, Police Officer as described in the SDE.